Mark Henry Ryan Dennard Kevin O'Brien Stephen Holmes Ken Clark
County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

AGENDA July 9, 2013 – 1:30 PM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by Auditor's Office:
 - a. Approval of Accounts Payable Checks dated 7/2/13 and 7/9/13.
 - b. Order for Payroll period ending 7/3/13 Bi-Weekly #14.
 - c. Order for Supplemental Payroll period ending 7/3/13 Bi-Weekly #14.
 - d. Condensed Condition of Funds Statement period ending 4/30/13.
 - e. Internal Audit Report of the cash count of the Tax Offices in Texas City, Santa Fe, and Galveston branch locations.
 - f. Consideration for approval of the IDEA license maintenance agreement renewal from Audimation Services, Inc.
- *2. Receive and file Summary of Bi-Weekly Personnel Movements pay period #13, June 6 19, 2013 submitted by Human Resources.
- *3. Receive and file Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico

- Power Company providing utility service to Galveston County.
- *4. Receive and file *Resolution honoring Harvey Bazaman for his many years of dedicated service to the County of Galveston* submitted by County Legal.
- *5. Consideration of a *Resolution Recognizing July as Parks and Recreation Month* submitted by County Legal on behalf of Parks and Senior Services.
- *6. Receive and file *Oath of Office for Appointed County Auditor* submitted by the County Clerk.
- *7. Receive, file, and record pursuant to Local Government Code Section 84.003(b) *Judges'* action and *Judges'* order appointing Paul Randall Rice as County Auditor for a term of two years commencing July 1, 2013 as submitted by Galveston County District Court Judges.
- *8. Receive and file *application to dispose of oil and gas waste* submitted by the Railroad Commission of Texas Oil & Gas Division.
- *9. Consideration of Approval for renewal services with Technique Data Systems in the amount of \$800 for 2-Canon CR-180 submitted by the Tax Assessor Collector.
- *10. Consideration of *adoption of the updated Texas City Hurricane Levee operation and maintenance manuals* submitted by the County Engineer.
- *11. Authority for the County Judge to sign a contract for election services with Galveston ISD authorizing the County to conduct their August 27, 2013 election submitted by the County Clerk.
- *12. Consideration of *approval of a contract of annual Cost Allocation Rate Studies* submitted by the Director of Professional Services.
- *13. Consideration of *authorizing the grant application to the Bureau of Justice Assistance for the Bulletproof Vest Partnership Program* as submitted by the Grants Manager.
- *14. Receive and file acceptance of check from the City of Texas City for excess proceeds from Resale of Tax Foreclosed Property Tax Accounts:4240-0000-0123-003 & 4240-0000-0123-004 in the amount of \$11,560.26 submitted by the County Judge.
- *15. Consideration of granting authority to County Judge to sign Trustee's Deeds on the following tax foreclosed properties:
 - a. CAD#: 2855-0000-0015-000
 - b. **CAD#:** 7725-0024-0002-000

c. <u>CAD#:</u> 1900-0006-0002-0001

*16. Request for Waiver or refund of penalty and interest due to a Clerical Error submitted by the Tax Assessor Collector:

a.	Hill Corp Energy Company	F010-0 01-9140-WI	2012	\$907.75(W)
	Hill Corp Energy Company	T030-0001-9140-WI	2012	\$23.54(W)
	Hill Corp Energy Company	T070-0001-9140-WI	2012	\$20.91(W)
	Hill Corp Energy Company	T0808-0001-9140-WI	2012	\$13240.70(W)
	Hill Corp Energy Company	T030-0001-9140-WI90000	2012	\$43.60(W)
	Hill Corp Energy Company	T030-0001-9140-WI10000	2012	\$.21 (W)
	Hill Corp Energy Company	T030-0001-9140-WI	2012	\$2234.79
	Hill Corp Energy Company	T031-0001-9140-WI90000	2012	\$4139.58(W)
	Hill Corp Energy Company	T031-0001-9140-WI10000	2012	\$20.06(W)
	Nortex Modular Space	8600-0410-5238-001	2012	\$934.67(W)
	John & Shannon Morgan	4464-0002-0012-000	2012	\$74.84(W)
	John & Shannon Morgan	4464-0002-0030-000	2012	\$499.99(W)
	Melissa Walter Trust	6233-0000-0033-000	2012	\$2352.29(W)
	Brent & Becky Novelli	4481-0001-0060-000	2012	\$318.95(W)
	Patricia Mount	3876-0002-0013-000	2012	\$455.98(W)
	Harry & Karen Levy III	5395-0001-0006-000	2012	\$308.14(W)
	Dennis Ashworth	5525-0000-0015-000	2012	\$2.58(W)
	Joseph Schrodi	2819-0006-0007-000	2012	\$152.80(W)
	Storage Center LTD	7052-0006-0013-000	2012	\$4.49(W)
	Storage Center LTD	7052-0006-0014-000	2012	\$5.69(W)
	Storage Center LTD	7052-0006-0015-000	2012	\$11.05(W)

David Good	4332-0000-0011-001	2012	\$1.39(W)
Daniel Schutmaat	5103-0001-0017-000	2012	\$302.81(W)
Daniel Schutmaat	7247-1001-0011-000	2012	\$170.99(W)
Daniel Schutmaat	3297-0013-0207-000	2012	\$38.28(W)
Daniel Schutmaat	5911-0006-0006-000	2012	\$51.13(W)
Ajay Dhingra	5077-0003-0025-000	2012	\$142.38(W)
Ajay Dhingra	5077-0001-0030-000	2012	\$141.49(W)
Cleto Hernandez	2310-0000-0218-000	2012	\$104.08(W)
Gregory & Linda Hollier	6285-0000-0105-000	2012	\$283.52(W)
Robert & Diana Gulledge	0018-0072-0000-000	2012	\$295.70(W)
Victor Gonzales	5960-0475-2005-001	2012	\$14.43(W)
Carleen Buchanan	5857-0009-0008-000	2012	\$518.84(W)

*17. Consideration of requests for Tax Refunds in Excess of \$2,500.00 requested by the Tax Assessor/Collector:

a.	3204-0000-1404-000	\$ 3,843.67	Supplemental Adjustment
	0060-0023-0000-000	\$ 10,537.43	Duplicate Payment
	2445-0006-0024-000	\$ 3,105.25	Duplicate Payment
	3505-0429-0010-000	\$ 8,195.78	Over Payment
	3505-0564-0004-000	\$ 10,030.39	Duplicate Payment
	7142-0000-0047-000	\$ 10,166.28	Over Payment
	H642-0000-2000-3001	\$ 2,679.87	Over Payment
	5874-0000-0003-000	\$ 2,627.64	Supplemental Adjustment

Action Agenda

18. **Community Services**

a. Consideration of authorizing Environmental Systems Research Institute Inc to update mapping systems for Mosquito Control spray submitted by Community Services.

19. **County Architect**

a. Consider Change Order 01 to PO C307103 - Landscape Art, Inc. that increases the Contract Sum from \$143,782.98 to \$146,206.98 to adjust for One hundred one foot of unexpected boring for pipe and control sleeves required to equalize water pressures.

20. <u>County Engineer</u>

- a. Consideration of approval of Sandpiper Beach, Section 4, Phase 1 subdivision on Bolivar Peninsula.
- b. Consideration of amendment no. 1 to the engineering agreement with Dannenbaum Engineering Corporation for the Calder Road project.
- c. Consideration of application from Manley Builders, LLC, Bryan Dudman and wife Karen Dudman to convey portions of Lots 1 and 2, Block 2 of Stingaree Cove in Crystal Beach by metes and bounds without revising the plat.

21. County Legal

- a. Consideration of execution of an Interlocal Governmental Agreement with WCID No. 1 giving them the right to install a permanent diesel operated standby pump on a 14' x 14' tract of land located within Paul Hopkins Park to provide a reliable back-up power supply to an existing lift station owned by WCID No.1 also located within the same park.
- b. Consideration of renewal of existing lease with AARP Chapter 1591 Joe Faggard Building on Bolivar Peninsula.
- c. Break into Executive Session.
- d. **Executive Session**: Texas Government Code Section 551.071, Consultation with Attorney: rendering legal advice on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act relating to the financial activities in the Galveston County Local Emergency Planning Committee.
- e. **Executive Session**: Texas Government Code Section 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act relating to continuing the functions of the Galveston County Medical Examiner's Office.
- f. **Executive Session**: Texas Government Code Section 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation or on

a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act relating to implementation of the Severe Repetitive Loss (SRL) Elevation Program.

g. Reconvene Into Regularly Scheduled Meeting.

h. Consideration of authorizing the Galveston County Local Emergency Planning Committee (GCLEPC) to pay outstanding invoices attributable to the 2013 Houston/Galveston Hurricane Workshop and to pay any remaining balance within the checking account established by the GCLEPC to the County of Galveston, thereby closing the checking account.

22. **Emergency Management**

a. Consideration of Order Prohibiting Burning in All Unincorporated Areas of Galveston County, Texas (Outdoor Burn Ban) and authorization for County Judge to execute same.

23. <u>Professional Services</u>

- a. Update on Round 1 and Round 2.2 presented by CDBG Project Coordinator.
- b. Consideration of approval of FEMA projects and engineers, as needed, and update presented by the Grants Manager.
- c. Consideration and discussion regarding the Severe Repetitive Loss Program.
- d. Consideration to approve selected engineers and sub-disciplines for CDBD Round 2.2 Cowart Creek Tributary Two Project, presented by CDBG Coordinator.
- e. Consideration to approve selected engineers and sub-disciplines for CDBD Round 2.2 Santa Fe/ I45 Water Loop Project, presented by CDBG Coordinator.
- f. Consideration for authorization for the County Judge to sign Memorandum of Understanding between Galveston County and High Island Independent School District.
- g. Consideration of Budget Amendments:
 - BA 13-052-0709-A
 Unlimited Tax Road Bonds, Series 2009A Request to budget revenues from League City to fund Change Order No.1 Calder Road Project.
 - 2. BA 13-053-0709-B

Parks Department/Senior Citizens - Request for an intra-departmental transfer from Supplies and Materials and Contract Service to Departmental Supplies Non-Capitalized to purchase 300 chairs for the Wayne Johnson and Dickinson Community Centers.

3. BA 13-054-0709-C

Parks Department - Request to transfer budget to purchase a new ATV for the Bolivar Sticker Program.

4. BA 13-055-0709-D

Justice Administration - Request to transfer budget to fund a new position (Judicial Compliance Officer) for the fiscal year 2013.

5. BA 13-056-0709-E

Justice Court Precinct #4-Request for an intra-departmental transfer from Supplies and Materials to Travel and Education and Auto Mileage to fund expenditures for fiscal year 2013.

24. Purchasing

- a. Consideration of execution of an engagement letter agreement retaining the services of Whitley Penn as outside auditors for Galveston County submitted by the County Purchasing Agent.
- b. Consideration to utilize a Cooperative or existing bid to purchase one (1) police vehicle for the Sheriff's Office.

25. Sheriff

- a. Consideration of authorizing approval of an interlocal agreement between Galveston County and the Galveston County Sheriff's Office and Fort Bend County and the Fort Bend County Sheriff's Office for housing of Galveston County inmates in the event of an emergency or natural disaster submitted by County Legal.
- b. Consideration of authorizing a Mutual Aid Law Enforcement Agreement between the Board of Trustees of the Galveston Wharves and the County of Galveston submitted by County Legal.
- c. Consideration of authorizing a MOU between Immigration and Customs Enforcement and Galveston County Sheriff's Office for the reimbursement of joint operations expenses from the Treasury Forfeiture Fund submitted by County Legal.
- d. Consideration and authorization not to extend the current contract with ABL

Management, Inc. for food services and current commissary contract.

e. Authorization for approval to have Purchasing Agent issue RFP's for Inmate Food Services and Commissary Services.

26. <u>Tax Assessor-Collector</u>

a. Request for Waiver or Refund of Penalty and Interest by the Tax Assessor Collector:

1.	<u>Name</u>	Account	Year	<u>A</u>	<u>mount</u>
	Jennifer Sadler	8700-0501-1080-000	2012	\$ 2	28,677.30
		9700-0001-4590-000	2012	\$	9,322.46
		0078-0012-0000-000	2012	\$	130.62
		0078-0011-0000-000	2012	\$	152.64
		0078-0016-0000-000	2012	\$	97.56
		0078-0010-0000-000	2012	\$	14.52
2.	Anthony Barroso	3510-0045-1001-002	2012	\$	266.46
3.	Leo & Doris Boyle	1095-0000-0248-034	2012	\$	120.15
4.	Jack Miles	2949-0000-0019-000	2010	\$	372.67
		2949-0000-0019-000	2011	\$	289.03
		2949-0000-0019-000	2012	\$	41.03
5.	Jason Abair	7248-1001-0004-000	2012	\$	216.71

b. Request for Waiver or refund of penalty and interest due to a Clerical Error submitted by the Tax Assessor Collector:

1.	<u>Name</u>	<u>Account</u>	<u>Year</u>	Wa	<u>iver/Refund</u>
	Four N Group, Inc.	3505-0350-0000-000	2011	\$ 2	2, 772.29
2.	Nancy R. Stout Estate	2818-0009-0004-000	2012	\$	721.63

Adjourn

WORKSHOP AGENDA

- 1. Discuss amending the current Galveston County Dune Protection and Beach Access Plan.
- 2. Discuss program management of property acquired by Galveston County through the buyout program.

3. Budget follow-up and discussion.

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

AGENDA ITEM #1.d.

GALVESTON COUNTY, TEXAS

CONDENSED CONDITION OF FUNDS STATEMENT AT April 30, 2013 (in 000's)

General Fund Other Funds		Funds
Appets and Other Debits	•	
Assets and Other Debits	•	
Cash and Equivalents \$ 81,518 \$ 42,153	\$	54,428
Investments -		8,125
Receivables, Net 14,538 4,791		12,552
Capital Assets -		465,393
Other Assets 198 869		1,052
Other Debits		328,968
Total Assets and Other Debits \$ 96,254 \$ 47,813	\$	870,518
Liabilities, Equity and Other Credits		
Liabilities:		
Accounts and Other Payables \$ 2,178 \$ 3,214	\$	3,971
Other Liabilities 9,763 2,729		3,844
Payable - Restricted Assets 324 36		19,396
Bonds and Long-Term Payables		328,968
Total Liabilities 12,265 5,979		356,178
Equity 83,989 41,833		48,947
Other Credits		465,393
Total Liabilities, Equity and Other Credits \$ 96,254 \$ 47,813	\$	870,518

CONDENSED BUDGET STATEMENT AT April 30, 2013 (in 000's)

	Annually-Budgeted Funds						All Other			
		Gene	ral Fu	ınd		Other Funds			Funds	
		Budget		Actuals		Budget		Actuals		Actuals
Revenues and Sources	\$	117,152	\$	103,272	\$	70,425	\$	49,045	\$	9,781
Expenditures and Uses		136,148		62,475		93,046		47,273		23,297
Net		(18,996)		40,797		(22,621)		1,772		(13,517)
Equity & Other Credits, Beginning of Year		43,191		43,191		40,061		40,061		527,857
Residual Equity Transfers In		-		-		-		-		-
Residual Equity Transfers Out		-		_		-		-		
Equity & Other Credits, End of Year	\$	24,195	\$	83,989	\$	17,440	\$	41,833	\$	514,340

Amounts are expressed in thousands of dollars.

This data is unaudited and is presented pursuant to Texas Local Government Code §114.023.

Galveston County Auditor, P.O. Box 1418, Galveston, Texas 77553-1418.

Detailed financial information is available on our Internet web site

http://www.co.galveston.tx.us/auditor/auditorsoffice/,

at the County Auditor's Office at 722 Moody, 4th Floor, Galveston, Texas, 77550.

AGENDA ITEM #1.e.



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE P.O. Box 1418 GALVESTON, TEXAS 77553

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA First Assistant, Director of Auditing

Jeff Modzelewski CPA First Assistant, Director of Accounting

Latoya Jordan First Assistant, I.T. Systems

July 9, 2013

Honorable Judge Mark A. Henry and Members of the Commissioners' Court

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of the cash count of the Tax Office's Texas City, Santa Fe, and Galveston branch locations. Also attached is the response letter from Cheryl Johnson, Galveston County Tax Assessor/Collector, dated July 1, 2013.

Sincerely,

Randall Rice CPA

Galveston County Auditor

cc: Mrs. Cheryl Johnson, Tax Assessor/Collector

Attachment: Internal Audit Report - Tax Office: Texas City, Santa Fe, and Galveston Cash Counts

Response Letter, Mrs. Cheryl Johnson



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE P.O. Box 1418 GALVESTON, TEXAS 77553

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA First Assistant in Charge Director of Accounting

LaToya Jordan First Assistant, LT. System

Date: June 28, 2013

To: Honorable Cheryl E. Johnson

Galveston County Tax Assessor/Collector

From: Kristin Bulanek

Re:

Internal Audit Supervisor

Cash Count of the Tax Office's Texas City, Santa Fe, and Galveston Branch Locations

A surprise cash count of the Tax Office's Texas City, Santa Fe, and Galveston Branch locations was conducted on May 28 – 31, 2013. The objectives of the cash count were to determine if all collections had been accounted for at the time of the cash count, and if the collections were properly handled and deposited in a timely manner.

Collections Accounted For

At the time of the surprise cash count, all collections were accounted for at all locations.

Collections Handled Properly

It is a very important control for collections to be properly handled and deposited in a timely manner. For collections to be handled properly they must be safeguarded against loss; therefore, all negotiable instruments must be kept secured at all times and deposited on a daily basis.

Collections are handled properly and all negotiable instruments were secured and deposited on a daily basis.

Deposited in a Timely Manner

Collections are being deposited in a timely manner (daily), minimizing exposure to loss.

Tax Office Cash Count June 28, 2013 Page 2

Efficiency of Closeout Process

The time it takes the branches to perform the daily closeouts has continued to improve. We believe it is partially due to staff continuing to follow and improve upon established closeout policies and procedures.

Conclusion

At the time of the surprise cash count, all collections were accounted for at the Texas City, Santa Fe, and Galveston Branch locations. Cash drawers not in use were locked and stored in a locked safe at all times.

We would like to commend the Tax Assessor/Collector and her staff for their continuous effort to ensure efficiency of the close out process and security of collections.

We would like to thank the Tax Assessor/Collector and her staff for their cooperation and assistance.

cc: Ron Chapa, Director of Internal Audit Jeff Modzelewski, First Assistant in Charge



Cheryl E. Johnson, RTA Assessor and Collector of Taxes Galveston County

722 Moody Avenue Galveston, Texas 77550 (409) 765-3277 Cheryl E. Johnson@co.galveston.tx.us



July 1, 2013

Mr. Jeff Modzelewski, CPA First Assistant in Charge Director of Accounting County Auditor's Office 722 Moody Galveston, Texas 77550

Re: Cash Count of the Tax Office's Texas City, Santa Fe and Galveston Branch Location

Dear Mr. Modzelewski:

Thank you for leading the team that has been our partner for more than eight years focused on improving accountability and processes in the Galveston County Tax Office.

I am in receipt of the above referenced audit and concur with the findings.

On behalf of my team and the taxpayers of Galveston County, please thank your team for their part in improving this office.

Sincerely,

Cheryl E. Johnson, RTA

(Cleryl E. Johnson)

cc: Kristin Bulanek Ron Chapa Deborah Pimentel Sheryl Swift

AGENDA ITEM #1.f.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		To Be Co	mpleted B	y Departm	ent	2000 - 100 -	
1. Date of Request: 07/01/20	013	2. Contract Type:	Expense	Revenue	Other	3. Renewal	
4. Department Name: Audi	tor's Office			5. Department Conta	ct: LaToya Jordan,	First Assistant - IT Sy	stems
6. Description: IDEA is a d	ata analysis tool utilized b	y the Internal Audit	and IT System Divisi	ions of the Auditor's O	ffice to conduct effic	cient and effective aud	its.
7. IFAS PEID No: 702419		8. IFAS Req No:		9. Orgkey: 11011513	00	10. Object Code: 54	23500
11. Vendor: Audimation Se	rvices, Inc.	•		12. Vendor Contract	No:	•	
13. Requested Legal Review Yes No (Explain if No)	v: Legal review isn't requ	ired since this agreen	ent was reviewed by	legal prior to the initi	al purchase in 2012.		
		Expenditur	e Budget / Re	venue Projectio	ns		
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of Software	11011513005423500	\$1,575.00					
22. Totals:		1,575	ě				
	То В	Se Complet	ed By Pur	chasing De	partment		
Contract Start Date:		Auto Renew	A STATE OF THE STA				
Contract End Date: 07/30/2014 Contract End Date: 07/39/2014 Contract # Issued By Purchasing: CM 13244							

Approved By:	Signature	Date
Department Head:	Bir	7-1-13
Purchasing Agent:	(A)	7-1-13
County Legal:		
Contract listed in B	udget Documentation: (45)/ No	
County Budget Office:	THA WALL	7/2/2013
	The state of the s	



Quote

Date	Quote Number			
5/30/2013	Q10650M			

1250 Wood Branch Park Dr., Suite 480 Houston, TX 77079

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Galveston County Auditor's Office

Attn: LaToya Jordan 722 Moody Ave 4th Floor

Galveston TX 77550

Due Date	Rep	Customer No	Good Through
7/30/2013	BW	32239	07/30/2013

Quantity	Item	Description	Unit Price	Total
1	Support-NWK	IDEA Software Annual License Renewal Fee, Desktop User on a Network Version, Period of 07/30/2013 to 07/29/2014	575.00	575.00T
2	Support-NWK	IDEA Software Annual License Renewal Fee, Desktop User on a Network Version, Period of 07/30/2013 to 07/29/2014	500.00	1,000.00T
		*Annual license renewal which is unpaid by the due date will expire and a re-instatement fee will apply.		

Subtotal	\$1,575.00
Sales Tax (0.0%)	\$0.00
Total	\$1,575.00

Audimation Services, Inc Taxpayer ID: 76-0383696

	Fax #
281-749-0200	281-749-0205



Pricing:

The purchase price for each IDEA license includes 12 months of help desk support, all service packs, any version upgrades, access to the CaseWare-IDEA technical support website, and complimentary participation in our IDEA orientation webcasts.

Annual license renewal fees are due on each anniversary of purchase. License renewal brings your IDEA license back to its status at time of purchase to include new software as it is released as well as all services provided with a new IDEA license. License renewal fees for licenses obtained after the original purchase date are prorated to coincide with the original purchase date.

License Renewal Fee Schedule:

	IDEA	Quantity	Extended Amount
License 1	\$575	1	\$575.00
License 2-10 (each)	\$500	2	\$1,000.00
License 11-25 (each)	\$400		
License 26-50 (each)	\$325		
License 51-150 (each)	\$200		

Software Licensing:

IDEA licenses are based on the number of concurrent users. The software can be used on a computer when a USB key is inserted into one of the PC's USB ports or by obtaining the license from a network USB key inserted into a server.

Alternately, IDEA can be licensed on a single-machine basis. The software may be installed on only one computer and there is no USB key required for use.

System Requirements:

Minimum specifications for stand-alone PC-based hardware:

Operating Systems: Windows XP SP2 or above

Processor: Pentium III 800 MHz (1.2 GHz recommended)

RAM: 256 MB (1 GB recommended)

Disk Capacity: Program Files: 80 MB

Electronic Documentation: 15 MB Data: 1.5x size of data files

Data Integrity:

IDEA protects the source data by allowing read only access during any of the import processes to maintain data integrity. Data integrity is further maintained by record-locking the source data inside the IDEA database format so that a user cannot accidentally type over the data or disassociate the data during sorting.

Data Security:

Because IDEA uses a proprietary database format, data stored in IDEA can only be accessed through the IDEA application. In the IDEA stand-alone desktop version, the application cannot be started without the appropriate USB key. Thus, data stored in IDEA's format is not readily accessible unless both the application and the USB key are present. Additional security can be applied to any IDEA file through various file encryption applications.

Reliability:

IDEA is recognized as the global standard against which other data analysis tools are measured, offering a unique blend of ease of use and powerful functionality. Auditors and analysts have been using IDEA since it was originally developed by the Canadian Institute of Chartered Accountants (CICA) in 1987. In April, 2000, CaseWare IDEA, a subsidiary of CaseWare International Inc., acquired the rights to IDEA from the Canadian Institute of Chartered Accountants and continued to improve and expand the application. Nineteen years of field use around the world has led to a stable, reliable application.

Training:

We offer either public courses or training courses held on your premises. Data files and manuals are provided for the IDEA exercises. On-site training classes may include up to 14 users per class. These classes could be customized using files that would be representative of your data. Quotes for training fees are handled separately by Carol Ursell, Director of Training.

Thank you for the opportunity to provide this quote.



1250 Wood Branch Park Drive, #480 Houston, TX 77079 888-641-2800 FAX 281-749-0205 www.audimation.com

IDEA® is a registered trademark of CaseWare International Inc.



January 10, 2012

To Whom It May Concern:

CaseWare IDEA Inc. is the developer and exclusive licensee of IDEA – Data Analysis Software.

Please be advised that Audimation Services Inc. is the sole authorized agent for sales and distribution of IDEA – Data Analysis Software, related products, upgrades, support and maintenance in the United States.

Please contact me directly if you have any questions about this.

Yours truly,

Robert S. Cuthbertson Chief Operating Officer

Phone: (416) 867-9504, ext. 170

E-mail: bob.cuthbertson@caseware.com

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements Pay Period #13: June 6 - 19, 2013

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	-	- H		함	w 1.	₹	-			Current Movements		ants			-	Curre	Current Separations		1	I
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Social Services	12.0				-	F	0							0						0
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Emergency Management	0.9				16 - 1 16 - 1	Ħ	0			3.5			3220	0						0
Extension Services	0.6				-	F	0			(a) - (b) - (c) -				0	H					0
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Community Services	3.0					Ħ	0			9				0	-	-	-			0
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Road & Bridge/Drainage/Beach	72.0						0	ti-s						0	+	7	_			7
County Health District	1.0]					=	0							0	1		-			0
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Juvenile Probation	68.0	-		Sala	_	=	-							0			-			0
Mosquito Control	13.0						0							0			-			0
Right of Way	1.0					Ħ	0	- 1 - 1						0			-			0
Seawall Maintenance	6.0				1	7	0							0	-	-	-			0
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Job Applications Received	147					7									1	-	$\frac{1}{2}$			
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06/21/2013	3 10:39:14		Ū	Galveston County Human Resources Department	partment					Page 1
"Galv C	**Galv Cnty Production**	_	Employee 1	Pay Assignment Changes for Payroll Period: 6/6/2013 thru 6/19/2013	riod : 6/6/201	3 thru 6/19/7	2013			
Division 114000	Division Name County Clerk	Employee Name MARTIN, ANNAYA J	Type FTBE	Position Number and Description 18 SR COURT CLERK	Begin 6/6/2013	End	GrSt 14A1	Annual \$34,182	Rate * 1,314.72 B	Reason PROMOTION
114021	County Clerk Archive	STOTT, CODY LEE	PTNH	11 DEPUTY COUNTY CLERK		6/14/2013	10A1	\$14,029	13.49 H	TERMINATION
114030	Election Expense	MURRIE, ERNEST L	PTNH	501 ELECTIONS CLERK-TEMP	6/6/2013		09A1	\$13,353	12.84 H	ACCT # CHANGE
126100	District Clerk	RIGDON, SHANE E	FTBE	7 CHIEF TECHNOLOGY ADMIN		6/14/2013	20N1	\$63,372	2,437.42 B	TERMINATION
126100	District Clerk	DEESE, WILLIAM C	PTNH	533 SUMMER INTERN	6/13/2013		10A1	\$14,029	13.49 H	APPOINTMENT
126100	District Clerk	FULLEN, VANESSA M	PTNH	531 SUMMER INTERN	6/13/2013		10A1	\$14,029	13.49 H	APPOINTMENT
127100	District Attorney	MORA JR, J TED	PTNS	500 ASSISTANT DIST ATTORNEY		6/12/2013	22Q1	\$39,998	1,538.40 B	TERMINATION
128100	Pre-Trial Release	JACKSON, REGINALD D	FTBE	3 PRE-TRIAL RELEASE	6/14/2013		14A1	\$34,182	1,314.72 B	PROMOTION
128100	Pre-Trial Release	KENNIE, LADONNA N	FTBE	7 ADMINISTRATIVE COODINATOR/14/2013	OP6/14/2013		18G1	\$48,299	1,857.67B	PROMOTION
151500	Tax Assessor/Collector	POUPART, TAMMIE J	FTBE	55 CUSTOMER SERVICE REP	6/17/2013		09A1	\$26,703	1,027.06 B	REASSIGNMENT
151500	Tax Assessor/Collector	RICHARDSON, CHERYL D FTBE	D FTBE	55 CUSTOMER SERVICE REP		6/14/2013	09A1	\$26,703	1,027.05B	TERMINATION
151500	Tax Assessor/Collector	MCALLISTER, DOMINIQUETNH	UPTNH	534 CUSTOMER SERVICE REP-TEMP 6/6/2013	IP 6/6/2013		0000	\$10,433	10.03 H	ACCT # CHANGE
211133	Corrections-Sheriff	FILLMORE, DERIK T	FTBE	199 DEPUTY III	6/6/2013		15H1	\$42,689	1,641.91 B	CAREER LADDER
211133	Corrections-Sheriff	MARTINEZ III, LUCIO G	FTBE	57 DEPUTY V	6/6/2013		1711	\$49,506	1,904.11 B	REASSIGNMENT
211133	Corrections-Sheriff	MAXTED, JOSEPH I	FTBE	170 DEPUTY I		6/17/2013	13D1	\$35,037	1,347.59 B	TERMINATION
211133	Corrections-Sheriff	REKOFF, CORY A	FTBE	63 DEPUTY II	6/6/2013		14G1	\$39,641	1,524.67 B	TRANSFER
211133	Corrections-Sheriff	THOMAS, TAMMY Y	FTBE	46 DEPUTY II	6/6/2013		14G1	\$39,641	1,524.67 B	CAREER LADDER
211133	Corrections-Sheriff	VILLARREAL JR,	FTBE	23 SERGEANT-CORRECTIONS	6/14/2013		1811	\$52,013	2,000.50 B	TRANSFER
211143	Patrol Division	LINKEY, JAKE L	FTBE	105 DEPUTY IV	6/18/2013		1H91	\$44,850	1,725.03 B	CAREER LADDER
211143	Patrol Division	MALDONADO, LOUIS A	FTBE	13 DEPUTY V	6/6/2013		1771	\$49,506	1,904.11B	REASSIGNMENT
211143	Patrol Division	ROUGEAU, ANGELA L	PTNS	112 DEPUTY, PART-TIME	6/6/2013		0000	\$1,525	58.67 B	REASSIGNMENT
211143	Patrol Division	WHITED, EMILY B	PTNS	113 DEPUTY, PART-TIME	6/14/2013		0000	\$1,525	58.67 B	APPOINTMENT
211150	Warrant's - Sheriff's	LOZANO, JOSE J	FTBE	4 DEPUTY V	6/15/2013		17.11	\$49,506	1,904.11 B	CAREER LADDER
211150	Warrant's - Sheriff's	TROCHESSET, DUGGAN E FTBE	I E FTBE	9 DEPUTY V	6/15/2013		1771	\$49,506	1,904.11B	CAREER LADDER
211150	Warrant's - Sheriff's	WHITAKER, ALFREDA M FTBE	M FTBE	11 DEPUTY V	6/15/2013		1711	\$49,506	1,904.11 B	CAREER LADDER
HRB_PA	.YAS_PERIOD Corey Jan	HRB_PAYAS_PERIOD Corey Jannett Pay Assignments for Pay Period	y Period					* Rate	lype: H = Hou	• Rate Type: H = Hourly; B = Biweekly Salary

HRB_PAYAS_PERIOD | Corey Jannett | Pay Assignments for Pay Period

06/21/20	06/21/2013 10:39:14			Galveston County Human Resources Department	_					Page 2
Galv	**Galv Cnty Production	Ē	nployee	Employee Pay Assignment Changes for Payroll Period : 6/6/2013 thru 6/19/2013	/2013 th	ıru 6/19/2	013			
Division 255111	Division Name Special Substance Abuse	Employee Name OLALEKAN JR, JAMES O	Type FTBE	Position Number and Description Begin 17 PROBATION OFFICER	En 6/1	End 6/19/2013	GrSt 0000	Annual \$34,100	Rate * 1,311.54 B	Rate * Reason 1,311.54 B TERMINATION
256118	Detention	WARNER, DEREK A	FTBE	31 JUVENILE SUPERVISION OFCR 6/13/2013	13		1200	\$32,201	1,238.52 B	1,238.52 B APPOINTMENT
296121	Seawall Maintenance	REYER JR, JAMES D	FTBE	9 SEAWALL MAINTENANCE OPER	6/1	6/17/2013	10A1	\$28,055	1,079.05 B	1,079.05 B TERMINATION
312120	F.M. Lateral Road	ADAMS, BRYAN C	FTBE	47 MECHANIC I	6/1	6/14/2013	12A1	\$30,967	1,191.07B	1,191.07 B TERMINATION
522020	Parks Division	HALKARD, ROBERT K	FTBE	16 CARPENTER 6/14/2013	13		13A1	\$32,535	1,251.37 B	1,251.37 B PROMOTION

AGENDA ITEM #3.





June 17, 2013

Honorable Judge Mark Henry 722 Moody, 2nd Floor Galveston, TX 77550

County: Galveston

Dear Honorable Judge Henry:

As required in House Bill 3059, Section 366.005, Texas-New Mexico Power Company hereby provides the enclosed new utility service connections for the county you represent.

Any questions please contact Lyn Sekiguchi at 469-484-8581.

Sincerely,

Stacy R. Whitehurst

Encl.

SRW/ls

9

Page:

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
		11111111	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
6111 LAGO MAR BLVD UNIT LS43	DICKINSON TX 77539	12-JUN-2013	585204
602 32ND STN	TEXAS CITY TX 77590	13-JUN-2013	585231
1602 CENTOLANI ST	LEAGUE CITY TX 77573	13-JUN-2013	585229
1604 CENTOLANI ST	LEAGUE CITY TX 77573	13-JUN-2013	585228
CENTOLANI	LEAGUE CITY TX 77573	13-JUN-2013	585227
CENTOLANI S	LEAGUE CITY TX 77573	13-JUN-2013	585226
CENTOLANI	LEAGUE CITY TX 77573	13-JUN-2013	585225
CENTOLANI	LEAGUE CITY TX 77573	13-JUN-2013	585224
CENTOLANI	LEAGUE CITY TX 77573	13-JUN-2013	585223
CENTOLANI	LEAGUE CITY TX 77573	13-JUN-2013	585222
1620 CENTOLANI ST	LEAGUE CITY TX 77573	13-JUN-2013	585221
1615 CENTOLANI ST	LEAGUE CITY TX 77573	13-JUN-2013	585220
1613 CENTOLANI ST	LEAGUE CITY TX 77573	13-JUN-2013	585219
683 TENUTA IN	LEAGUE CITY TX 77573	12-JUN-2013	585171
681 TENUTA IN	LEAGUE CITY TX 77573	12-JUN-2013	585172
687 TENUTA LN	LEAGUE CITY TX 77573	12-JUN-2013	585173
689 TENUTA LN	LEAGUE CITY TX 77573	10-JUN-2013	585174
685 TENUTA LN	LEAGUE CITY TX 77573	12-JUN-2013	585175
	DICKINSON TX 77539	12-JUN-2013	585205
CENTOLANI	LEAGUE CITY TX 77573	13-JUN-2013	585213
CENTOLANI	LEAGUE CITY TX 77573	13-JUN-2013	585214
CENTOLANI	LEAGUE CITY TX 77573	13-JUN-2013	585215
	LEAGUE CITY TX 77573	13-JUN-2013	585216
	LEAGUE CITY TX 77573	13-JUN-2013	585217
1611 CENTOLANI ST	LEAGUE CITY TX 77573	13-JUN-2013	585218

AGENDA ITEM #4.

On this the 25th day of June, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge; Ryan Dennard, Commissioner, Precinct 1; Kevin D. O'Brien, Commissioner, Precinct 2; Stephen D. Holmes, Commissioner, Precinct 3; Kenneth Clark, Commissioner, Precinct 4; and Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, one of Galveston County's longest tenured and most dedicated servants, Harvey Bazaman, will be leaving the employ of the County in July 2013 to begin a well deserved retirement. The Commissioners Court wishes to take this opportunity to commemorate the many accomplishments and successes Harvey has enjoyed over the years and publicly acknowledge the benefits he has created for the taxpayers of this County, and

Whereas, Harvey was born on the Island in 1949. His father, Sam Bazaman, introduced Harvey to the virtues of hard work at an early age by employing him at West End Cycle, a Galveston institution that endures today under the stewardship of Harvey's brother Brian. Harvey temporarily left the Island to obtain his education at the University of Texas in Austin where he obtained both his Bachelors and Juris Doctor Degrees. In 1973 at the tender age of twenty four, Harvey obtained his law license and began the practice of law with the firm of Markwell, Stubbs, Decker, Dalehite & Youngblood in Galveston. He then joined the County in December 1977 when Judge Ray Holbrook began what is presently called the Galveston County Legal Department under the leadership of William Decker. After William Decker stepped down, Harvey became the head of the Legal Department in 1985 and guided the County in that capacity until 2013, and

Whereas, **Harvey's** efforts and countless successes have greatly benefitted the businesses and citizens of Galveston County. His condemnation and acquisition of real estate made possible numerous road projects, including Harborside Drive in the City of Galveston, SH 3, SH 96, FM 270, FM 517, FM 528, FM 1764, FM 2094 and FM 2351, which in turn have resulted in the economic growth of the County and have greatly benefitted the citizens of this County in their travels; and

Whereas, **Harvey's** ability to take decisive action was evidenced early in his career when a powerless fishing trawler was driven against the San Luis Pass during a storm; **Harvey's** direction at the scene to have the vessel sunk saved the structure of the bridge from certain destruction; and

Whereas, **Harvey's** steadfast and solid legal advice has been relied on by three County Judges, nineteen County Commissioners, five County Clerks, five County Sheriffs, three County Treasurers, three County Tax Assessor Collectors, as well as numerous other elected and appointed County officials. **Harvey** always gave his best legal opinion for officials without regard to the popularity of his advice or for any purpose other than advancing the best interest of the County. His skill in negotiation on behalf of the Commissioners Court have literally brought millions of dollars into the County Treasury in various transactions and he has always obtained the greatest return for the County with his contract skills; and

Whereas, after thirty five years of dedicated public service, **Harvey** has expressed his desire to pause and enjoy the fruits of his labors, explore the lifestyle befitting a Tennessee squire, and participate in whatever activities may suit him in any given moment. Few have earned and are so deserving of a happy retirement as is **Harvey** and the **Commissioners' Court of Galveston County** desires to express its appreciation to **Harvey Bazaman** for his long and faithful service and devotion to the County. The quality of his work, and the manner in which he carried it out, have set a standard of excellence which will be emulated for years to come. **Harvey** will be sorely missed and forever cherished by the members of the Commissioners' Court and by the many officials, employees and citizens of Galveston County.

Now, Therefore Be it Resolved, that the Commissioners' Court of Galveston County issues this Resolution of Appreciation to Harvey Bazaman, thanking him for his many years of dedicated and unselfish labors on behalf of the elected and appointed officials as well as the citizens of Galveston County, and wishing him happiness and good health for many years to come.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 25th day of June 2013.

Attest:	By: County of Galveston, Texas
Dwight D. Sullivan, County Clerk	Mark A. Henry, County Judge
Ryan Dennard, Comm., Pct. #1	Kevin D. O'Brien, Comm., Pct. #2
Stephen D. Holmes, Comm., Pct. #3	Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #5.



COUNTY OF GALVESTON

On this the 9th day of July, 2013, the Commissioners' Court of the County of Galveston, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge; Ryan L. Dennard, Commissioner, Precinct No. 1; Kevin D. O'Brien, Commissioner, Precinct No. 2; Stephen D. Holmes, Commissioner, Precinct No. 3; Kenneth Clark, Commissioner, Precinct No. 4; and Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Galveston County; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Galveston County recognizes the benefits derived from parks and recreation resources.

Now, Therefore, Be It Resolved, that the Commissioners' Court of Galveston County, Texas, hereby proclaims July as Parks and Recreation Month throughout all of Galveston County.

Be it Further Resolved, that a copy of this Resolution be spread upon the minutes of this Court and that the original herein be presented to Galveston County Parks and Senior Services Department.

Upon motion duly made and seconded, the above Resolution was unanimously passed on this the 9th day of July, 2013.

Attest:		County of Galveston, Texas By:
Dwight D. Sullivan, County Clerk	•	Mark A. Henry, County Judge
Ryan L. Dennard, Comm., Pct. #1		Stephen D. Holmes, Comm., Pct #3
Kevin D. O'Brien, Comm. Pct. #2		Kenneth Clark, Comm., Pct #4

AGENDA ITEM #6.

TEXAS CONSTITUTION, ARTICLE XVI §1

Oath of Office

"I, Paul Randall Rice, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Galveston County Auditor of the State of Texas, and will to the best of my ability preserve, protect, and defend the office of Texas, and will to the best of my ability preserve, protect, and defend the office of Texas, and will to the best of my ability preserve. constitution and laws of the United States and of this State, so help me God."

Statement of Officer

"I, Paul Randall Rice, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God."

Affiant's Signature

County Auditor/Galveston County Office City and/or County

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SWORN TO and Subscribed bet	
Jul	_, 2013.
L. C.	
Jones Ly	
Signature of Person Authorized	to Administer Oath/Affidavits

Title

WHAT DIRECTOR FIRST

witness my official basic and head or utting this

AGENDA ITEM #7.

IN THE MATTER OF THE APPOINTMENT BY THE DISTRICT JUDGES OF GALVESTON COUNTY OF A COUNTY AUDITOR FOR SAID COUNTY

STATE OF TEXAS

GALVESTON, TE

COUNTY OF GALVESTON

At a Special Meeting of the District Judges, having jurisdiction in Galveston County called for the above purpose and held on the 27th day of June, 2013.

The following were present:

Kerry L. Neves, Judge of the 10th Judicial District Court, Lonnie Cox, Judge of the 56th Judicial District Court, John Ellisor, Judge of the 122nd Judicial District Court, Susan Crise, Judge of the 212th Judicial District Court, Janie Yarhrough, Judge of the 306th District Court and Michelle M. Slaughter, Judge of the 405th Judicial District Court.

It is duly moved, seconded and agreed, ordered and directed by said District Judges that Paul Randall Rice be appointed County Auditor of Galveston County, Texas for a term of two (2) years commencing July 1st, 2013 at the annual salary of \$ 135,000.00

The District Clerk of Galveston County is ordered and directed to record this Order in the Minutes of all six (6) District Courts and to certify a copy thereof to the Commissioners' Court of Galveston County for observance. The Commissioners' Court will cause said certified copy to be recorded in the minutes, all in accordance with the direction of V.T.C.A. Local Government Code, Section 84.002-007.

This document is being executed on this 27th day of June, 2013.

Honorable Kerry L. Neves

Judge, 10th Judicial District Court

Honorable Lonnie Cox /

Judge, 56th/Judicial District Court

Honorable John Ellisor

Judge, 122nd Judicial District Court

Honorable Susan Criss

Judge 212th Judicial District Court

Honorable Janis L. Yarbrough Judge, 306th Judicial District Court

Honorable Michelle M. Slaughter Judge, 405th Judicial District Court

Jethin D. Stinard, Learner Clark, said Clastonian of Fracords he District Courts of Gelvoston, Courty, rexeards nearly country that the rangoing is a fine and country copy of the original recent, near more involved substitution files office on the court of the office of the court of the office of the court of the original report of the court of the original court of the court

AGENDA ITEM #8.

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

Form W-14

05/2004

APPLICATION TO DISPOSE OF OIL AND GAS WASTE BY INJECTION INTO A FORMATION NOT PRODUCTIVE OF OIL AND GAS

1 .Operator Name	Houston	Oil Prod	ucing Ent	terpris	es, Inc	2. Op	erator P-5 No.	404106
3. Operator Addre	ess: <u>1106</u>	<u>Be</u> rthea						
4. County	Galv	eston				5. RR	C District No.	03
6. Field Name	High	Island				7. Fiel	d Number <u>4</u>	1139001
8. Lease Name E	rin,E. (Brien et	al Unit	1	* *	9. Lea	se/Gas ID No.	06121
10. Well is2					2		-	1. No. acres in lease 20 NL of Hodges A-120
13. Latitude/Longi						98.45жж	x Eastin	g 3423041.39
14. New Permit:	Yes 🖾 No		If no, amen	dment of Pe	rmit No		UIC#	
15. Reason for ame	endment:	Pressure [□ Volume □	Interva	I 🗌 Com	mercial 🗆	Other (explain)
16.Well No.	17.API No 167-01	1975	18.Date Drill	ed 8-24-	-65	19.Total Dep	th 8399'	20.Plug Date, if re-entry
Casing	Size	Setting Depths	Hole Size	Casing Weight	Cement Class	Cement Sacks (#)	Top of cement	Top Determined by
21. Surface 22. Intermediate	10 3/4'		15"	32.75	cement	286sx w	surface 100sx in	calculation
23. Long String 24 .Liner	7''	8160'	9 7/8"	23		500 sx	6630'	calculation
25. Other					Inferno			
32. Cement Squeez	pth: 7830 P + 20' e Operations e: Cmt	oft. 3 Cmt Propo (List all giving i	60. Injection Tu osed interval and nu openhole	bing Size2_ mber of sactes 8160-	1 /An. and ks of cement 8399 s	d Depth 7300 Propo and cement to et CIBP@	ft. 3 sed p and whether 8135	1. Packer Depth: 7300 ft. Proposed Proposed or Complete.): 58 set CIBP 7910'
33. Injection Interv								ne 1-B Sand
35. Any Oil and Ga	s Productive		miles? Yes	⊠ No □				
36. Maximum Daily	/ Injection V	olume 1500	bpd	37.	Estimated A	Average Daily 1	injection Volu	me 900bpd
38. Maximum Surface Injection Pressure 1500 psig 39. Estimated Average Surface Injection Pressure 1000 psig								
40. Source of Fluids	s (Formation	, depths and type	es): Mioce	ne 7-80	00° Sal	ltwater I	Brine	
41. Are fluids from	leases other	than lease identi	fied in Item 8?	Yes D N	No □X 4	2. Commercial	Disposal Wel	l? Yes □ No ☒
43. If commercial d	isposal, will	non-hazardous o	il and gas wast	e other than	produced w			Yes 🗀 No 🗆
44. Type(s) of Inject	tion Fluid:	Salt Water	r 🕅 Bracki	sh Water [Fresh \	Water 🗆 C	$O_2 \square N_2$	□ Air □ H ₂ S □
LPG □	NORM □	Natural Gas	☐ Polym	er 🗆 O	ther (explain	1)		
I declare under pen Resources Code, that report was prepared that the data and fact the best of my knowle	at I am author by me or under ts stated there edge.	orized to make the er my supervision in are true, correct	nis report, that is and direction, and complete	this Signa and	Mary of Person (ty	22-4673	rax	4/18/13 13-522-7273
FOR OFFICE USE (ONI.Y	REGISTER	NO.			I AM	AOUNT \$	

FORM W-14 INSTRUCTIONS

- 1. File the original application, including all attachments, with Environmental Services, Railroad Commission of Texas, P.O. Box. 12967, Austin, Texas 78711-2967. File one copy of the application and all attachments with the appropriate district office.
- 2. Include with the original application a non-refundable fee of \$100 payable to the *Railroad Commission of Texas*. Submit an additional \$150 fee for each request for an exception to Statewide Rule 9(9) relating to Special Equipment.
- 3. Provide the current field name (Item 6) and field number (Item 7) designated in Commission records for an existing well. If the application is for a new well, provide the nearest producing field name and number.
- 4. Check in Item 14 the appropriate box for a new permit or an amendment of an existing permit. If an amendment, check the applicable boxes in Item 15 to indicate the reason for amendment and provide a brief explanation if "other" is checked.
- 5. If the application is for a new permit, attach a complete electrical log of the well or the log of a nearby well.
- 6. Attach a letter from the Texas Commission on Environmental Quality (TCEQ) or its predecessor or successor agency stating that the well will not endanger usable quality water strata and that the formation or stratum to be used for disposal does not contain usable quality water. To obtain the TCEQ letter, submit two copies of the Form W-14, a plat with surveys marked, and a representative electrical log to TCEQ, MC 151, P.O. Box 13087, Austin, Texas 78711-3087. NOTE: If the application is for an amendment, a new TCEQ letter is required only if the amendment is for a change in the disposal interval.
- 7. Attach a map showing the location of all wells of public record within one-half (1/2) mile radius of the proposed disposal well. On the map show each Commission-designated operator of each well within one-half (1/2) mile of the proposed disposal well. NOTE: For a commercial disposal well application, the map shall also show the ownership of the proposed disposal well tract and the surface tracts that adjoin the proposed disposal well tract.
- 8. Attach a table of all wells of public record that penetrate the disposal interval and that are within one-quarter (1/4) mile radius of the proposed disposal well. The table shall include the well identification, date drilled, depth, current status, and the plugging dates of those wells that are plugged. Identify any wells that appear to be or that you may know are unplugged or improperly plugged and penetrate the proposed injection interval. Alternatively, an applicant may request a variance under Rule 9(7)(B). NOTE: If the application is for an amendment, a table of wells within a one-quarter (1/4) mile radius is required only if the current permit was issued before April 1, 1982, or if the amendment is for a shallower disposal depth.
- 9. Attach a list of the names and mailing or physical addresses of affected persons who were notified of the application and when the notification was mailed or delivered. Include a signed statement attesting to the notification of the listed affected persons. Notice shall be provided by sending or delivering a copy of the front and back of the application to the surface owner of record of the surface tract where the well is located, each Commission-designated operator of any well located within one-half (1/2) mile of the proposed well, the county clerk, and the city clerk, or other city official, if the proposed well is located within municipal boundaries. In addition, notice of a commercial disposal well also shall be provided to surface owners of record of each surface tract that adjoins the surface tract where the proposed well will be located. NOTE: If the application is for an amendment, notification of the county clerk and the city clerk are required only if the amendment is for disposal interval or for commercial status.
- 10. Attach an affidavit of publication signed by the publisher that the notice of publication has been published in a newspaper of general circulation in the county where the disposal well will be located. Attach a newspaper clipping of the published notice. If the application is for a commercial disposal well, that fact must be stated in the published notice. NOTE: If the application is for an amendment, notification by publication is required only if the amendment is for disposal interval or for commercial status.
- 11. Attach any other technical information that you believe will facilitate the review of the application. Such information may include a cement bond log, a cementing record, or a well bore sketch.

Additional information is available in the *Underground Injection Control Manual*, which is available on the Railroad Commission's website: www.rrc.state.tx.us

No public hearing will be held on this application unless an affected person or local government protests the application, or the Commission administratively denies the application. Any protest shall be in writing and contain (1) the name, mailing address, and phone number of the person making the protest; and (2) a brief description of how the protestant would be adversely affected by the activity sought to be permitted. If the Commission or its delegate determines that a valid protest has been received, or that a public hearing is in the public interest, a hearing will be held upon written request by the applicant. The permit may be administratively issued in a minimum of 15 days after receipt of the application, published notice, or notification of affected persons, whichever is later, if no protest is received.

RAILROAD COMMISSION OF TEXAS OIL AND GAS DIVISION

Form W-14 05/2004

APPLICATION TO DISPOSE OF OIL AND GAS WASTE BY INJECTION INTO A FORMATION NOT PRODUCTIVE OF OIL AND GAS

1.Operator Name Houston Oil Producing Enterprises, Inc. 2. Operator P-5 No. 404106								
3. Operator Address: 1106 Berthea Street, Houston, TX 77006								
4. County Galveston 5. RRC District No. 03								
6. Field Name I	High Is	1and	When a who have a			7. Fie	ld Number 4	1139001
8. Lease Name(8. Lease Name Cade, E.K. 9. Lease/Gas ID No. 02095							
								II. No. acres in lease 1365 E. Stone A-188 FNL of E.Stone A-188
13. Latitude/Longi	tude, if knov	wn (Optional) No NA	orthing X D 83	1377913	34.13	KW	Easting	3422616,26
14. New Permit:	Yes 🖺 No	. 🗆	If no, amen	dment of Pe	rmit No		UIC#	
15. Reason for ame	endment:	Pressure [□ Volume □	Interva	l 🗆 Com	mercial 🛘	Other (explain	n)
16.Well No. 140	17.API No 42-167	-31099	18.Date Drill	2-17-	86	19.Total Dep	8139 t	20.Plug Date, if re-entry N/A
Casing	Size	Setting Depths	Hole Size	Casing Weight	Cement Class	Cement Sacks (#)	Top of cement	Top Determined by
21. Surface 22. Intermediate	10 3/4		14 3/4"		MHL&A	375 sx	surface	
23. Long String 24 .Liner	7"	8070 '	9 7/8"	26#	H	490 sx	5945	calculation
25. Other 26. Depth to base of				Commence of the second				□ Ne Kl
29. Bridge Plug Dep 32. Cement Squeeze All Complet	28. Multistage cement? Yes No XX If yes, DV Tool Depth: N/A ft. No. Sacks: N/A Top of Cement: N/A 29. Bridge Plug Depth: 7840 ft. + 20 'Cint Injection Tubing Size: 2 7/8 and Depth 7150 ft. Proposed proposed 32. Cement Squeeze Operations (List all giving interval and number of sacks of cement and cement top and whether Proposed or Complete.): All Complete 7829-31' Blk sq 75 sx 7849-54' sqcmt 75sx 7941-43 75sx Blk sq 7880-82' Bkj sq 75 sx 7993-95 75sx Bkj sq						1. Packer Depth: 7150 ft. proposed Proposed or Complete.):	
33. Injection Interva					Name of Dis	sposal Formati	on <u>miocen</u>	e 1-B sand
35. Any Oil and Gas If yes, Depth 60	8 Productive 000 – 000 !	Zone within two	omiles? Yes 1 voir Name <u>M</u>	iocene	1-c thi	rough 5B-	-3 Sands	
36. Maximum Daily	Injection Vo	olume <u>1500</u>	_ bpd	37.	Estimated A	Average Daily 1	Injection Volum	ne 1200 bpd
38. Maximum Surface Injection Pressure 1500 psig 39. Estimated Average Surface Injection Pressure 1000 psig								
10. Source of Fluids (Formation, depths and types): Miocene 7-8000' Saltwater Brine								
41. Are fluids from leases other than lease identified in Item 8? Yes 🗆 No 🖺 42. Commercial Disposal Well? Yes 🗆 No 🛣								
13. If commercial disposal, will non-hazardous oil and gas waste other than produced water be disposed of? N/A Yes 🗆 No 🗔								
44. Type(s) of Injecti	ion Fluid:	Salt Water	Brackis	sh Water 🗆	Fresh V	Vater 🗌 C	$O_2 \square N_2$	☐ Air ☐ H ₂ S ☐
	I am autho y me or unde stated therei dge.	rized to make the er my supervision	is report, that the and direction, and complete,	his Signat Mar Name	ure Canty of Person (ty 713-52	rpe or print) 22-4673	Fax 71	5/17/13 Dale

AGENDA ITEM #9.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		To Be (Completed	By Depar	rtment			
1. Date of Request: 06/11/	2013	2. Contract Type:	Expense	Revenue	Other	Other 3. Renewal Contract: Yes No		
4. Department Name: Tax	(Office			5. Department Co	ontact: Cheryl Johns	son		
6. Description:			Maintenance Con	tract for Two Cano	on - 180 scaning syste	ems		
7. IFAS PEID No: 710840		8. IFAS Req No:		9. Orgkey:	1101151500	10. Object Code:	5481000	
11. Vendor: Technique Data System			12. Vendor Contra	act No: 2408				
13. Requested Legal Review Yes (Explain if No)	w:							
		Expendi	ture Budget / I	Revenue Proj	ections	Tolding Vinter.		
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected	
Contract Serv.	5481000	40,000.00	800					
			ı.					
22. Totals:		40,000	800	-		_		
	То	Be Comple	eted Ry Pu	rchasing		.4		
Contract Start Date: 81	1113	Auto Renewa Yes	al Gontract:	Bid No:	WIA	l E		
Contract End Date:	31114	Contract # Issued By	Purchasing:	2M 138	34			

Approved By:	Signature	Date
Department Head:	St. Johnson	6/11/13
Purchasing Agent:	110	<u>(e-11-12</u>
County Legal:		-

Contract listed in Budget Documentation: Yes / No

County Budget Office: Jenus of Grand

6-14-2013



Invoice

Invoice Number:

038419

Invoice Date:

Jun 4, 2013

Page:

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040 **Fax**: (972) 722-6052 www.techdatasystems.com

Sold To:

GALVESTON COUNTY TAX OFFICE ATTN: SHERYL SWIFT 2ND FLOOR 722 MOODY AVE 21ST STREET GALVESTON, TX 77553

Ship to:

GALVESTON COUNTY TAX OFFICE ATTN: SHERYL SWIFT 2ND FLOOR 722 MOODY AVE 21ST STREET GALVESTON, TX 77553

Customer ID	Customer PO	Payment	Terms
GALVESTON COUNTY TAX		Due at end	of Month
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS GROUND		7/31/13

Quantity	Item	Description	Unit Price	Extension
1.00MF	AINTENANCE	RENEWAL OF ANNUAL MAINTENANCE	800.00	800.00
		AGREEMENT		
		CONTRACT # 2408		
		EFFECTIVE 08/01/2013-07/31/2014		

Federal Tax ID# 75-2381117

Subtotal Sales Tax

Freight

Total Invoice Amount Payment Received

800.00

800.00

800.00 TOTAL

Check No:



Technique Data Systems, Inc

No:

2408

Phone: 972-772-5040 Fax: 972-722-6052

1930 Alpha Drive, Suite 300 Rockwall, TX 75087 Date:

7/16/2012

Contract

Account Name: Galveston County Tax

Account Number: 5280

Basis: Time Period Time Remaining: 58 days

Type of contract is a ANNUAL, END USER EQUIPMENT and number of items covered on this contract are, 2.00. This contract was created on 7/16/2012. This contract starts on 8/1/2012 and ends on 7/31/2013. The contract price is \$800.00.

Status	Billing Cycle	Total Bille	d Last Billing	Billed Thru T	ax Code	Payment Method	Assigned Tech
ACTIVE	Annual	\$ 0.0	0	[DALLAS		
	r Account: Galve 2nd Floor Galves			280, ID: TD	S Secure Re	mit 722 Moody	Ave 21st
Item ID:	EQU-CANON CR-18	80II Descri	otion: CANOI	N CR-180II			
Warranted T	Thru:					Customer Inver	ntory: Yes
	Serial Number CYJ07282	Start Date 8/1/2012	List Price	Yearly Price \$ 400.00	Renewal List		
Item ID:	EQU-CANON CR-18	80II Descri	otion: CANOI	N CR-180II			
Warranted T	hru:					Customer Inver	itory: Yes
	Serial Number CYJ07269	Start Date 8/1/2012	List Price	Yearly Price \$ 400.00	Renewal List		

contract.rpt

Printed: 06/03/2013, 11:46 AM

AGENDA ITEM #10.

CERTIFICATION OF TEXAS CITY HURRICANE-FLOOD PROTECTION LEVEE SYSTEM

APPENDIX 7 OPERATION AND MAINTENANCE MANUALS



Prepared by:

HUITT-ZOLLARS

TBPE Firm No. F-761 1500 South Dairy Ashford, Suite 200 Houston, TX 77077 (281) 496-0066

June 2013

Job # R021287.01



CERTIFICATION OF TEXAS CITY HURRICANE-FLOOD PROTECTION LEVEE SYSTEM

APPENDIX 7 OPERATION AND MAINTENANCE MANUALS

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Entire Back-up will be sent as a separate link

AGENDA ITEM #11.

Contract for Election Services

This Contract is made and entered into this 19th day of 10th, 2010 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County ("Contracting Officer") and on behalf of Galveston Independent School District ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that the Contracting Officer and the Contracting Authority understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit: Purpose of Election: **Special Election**

August 27, 2013 Election Date

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1 Program, or arrange to have programmed, the ballot. [Cost: Based upon the number of contests on the ballot. See attached Fee Schedule]
- 1.2 Arrange to have published the legal notices of the testing of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§ 129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and be open to the public. The Contracting Officer proposes conducting the first test no later than **July 26, 2013**. [Cost: The cost for publishing the notice will be whatever the County is charged to publish same.]
- 1.3 Provide technical and equipment support for the voting machines and equipment being provided to the Contracting Authority. In the event there is a failure of a voting machine the Contracting Officer shall try to remedy the problem over the phone. If he is unable so to do he will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

 [Cost: Included in the 10% election fee]
- 1.4 On behalf of the Contracting Authority, work with the Voter Registrar to obtain voter registration lists to be used during Early Voting and on Election Day. [See Section 2.3 below]

For additional Duties of the Contacting Officer see the table below.

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section.

- 2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day. [See section 1.4 above]
- 2.4 In accordance with Texas Election Code §85.005 establish uniform voting days and hours that conform to the dates and times the County of Galveston is conducting its general election. The Texas Election Code §85.005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding a joint election with the County in order to ensure uniform election hours county-wide.
- 2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than **June 19, 2013**.
- 2.6 If the Contracting Authority desires to have specific polling location(s) to those selected by the Contracting Officer for the General Elections, the Contracting Authority will submit a list of said locations to the Contracting Officer no later than **June 27**, **2013**. Upon notification by the Contracting Authority, the Contracting Officer shall conduct a site inspection of the location to ensure that they comply with Americans with Disabilities Act (ADA) accessibility requirements and that they also have adequate Verizon MiFi Internet access. By **July 12**, **2013**, the Contracting Officer will share with the Contracting Authority the results of the site inspection and inform same of any adjustments that may be required in order to utilize the location(s) selected by the Contracting Authority. [See section 2.16 below]

In the event that polling locations within the Contracting Authority's jurisdiction are moved from locations used in previous elections, it will be the responsibility of the Contracting Authority to comply with §43.062 of the Texas Election Code that requires voters be notified of the new location by placing a notice at the old polling location telling the voters of the nearest new polling location.

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than June 27, 2013.** All language on the ballot must be provided in both English and Spanish.

- 2.8 Return to the Contracting Officer, by **5 p.m. on July 15, 2013**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made.
- 2.9 The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.
- 2.10 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30^{th} day after Election Day.
- 2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations.
- 2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.
- 2.13 The Contracting Authority will appoint a minimum of three registered voters from within their jurisdiction to serve on the Signature Verification Committee/Early Voting Ballot Board. The same people may also be appointed to serve on the Ballot Resolution Board/Central Counting Station or the Contracting Authority may appoint three additional people to serve in this capacity. The Contracting Authority shall make these appointments **no later than July 29, 2013** and shall provide the Contracting Officer with contact information for each of these individuals in writing. If requested, the Contracting Officer will help identify appropriate workers who can perform these services. [See http://www.galvestonvotes.org/Resources/WhatHappensElectionDay.html for a summary of the duties of the various boards]
- 2.14 Pay a \$200 fee per Early Voting and Election Day polling location within its jurisdiction, or a minimum of \$400, to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.
- 2.15 Pursuant to the provisions of the Help America Vote Act of 2002 [HAVA], provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff a polling location, the Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.

2.16 All polling locations used during this election cycle shall comply with the Americans with Disabilities (ADA) accessibility requirements. If there is a shortage of ADA compliant voting locations, remedies shall be found to allow handicapped/disabled persons to cast their vote. In addition, since it is critical to record in real time those people who have cast their ballots, Internet access for the electronic poll books is required. All the polling locations must be accessible to the Internet through the Contracting Officer's Verizon MiFi units. ADA compliance and Internet connectivity shall be verified by the Contracting Officer prior to any new voting location being added to the list of polling places.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and
- b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer's services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer by email or other written form of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours written notice to Contracting Officer but the Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of \$500 or the cost of services and equipment rendered up through the date of cancellation.

Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
	×	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
	⊠	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: If necessary overtime for staff and part time workers hired to provide this service will charged to the Contracting Authority]
	×	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
		Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].
	Ø	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the entity's ballot [not the entire combined ballot]: \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]

⊠	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [Cost: \$350 for use of the equipment plus overtime for county employees doing the tabulation (est. max. \$350)]
Ø	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [Cost: Included in the 10% election fee]
Ø	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 4:00 p.m. [Cost: \$60 per trainee attending the six hour sessions.]

In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training unless they have attended similar county-provided election training within 90 days prior to the election. The failure of a clerk to attend training will not necessarily preclude them from serving, but they will be paid at a reduced rate of pay (\$8 per hours verses \$10 per hour) because they have not participated in said training.

Waive Evening Training	□ Choose Evening Training	Waiver of evening training: The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Waive Evening Training box the
		Contracting Authority is restricting its workers to training conducted during normal business hours.
Use ePollBooks	□ Use Paper Poll Books	ePollBooks: For countywide vote center elections the county will be using electronic poll books at each location. At high volume polling places at least two may be used (at the Contracting Officer's Option] [Cost: \$50 each at locations selected by the Contracting Officer and \$100 each at polling places added by the Contracting Authority.]
□ Add Additional Polling Locations	Decline adding more polling locations	The Contracting Authority may add additional polling locations within its jurisdiction, if the Contracting Officer and Commissioners' Court approve. In doing so, the Contracting Authority understands that it will be responsible for 100% of the costs for said location and the location must conform to ADA standards and have Internet connectivity.

Contracting Authority to Hire its own Judges, Alternate Judges and Clerks

Contracting Officer to Hire Judges, Alternate Judges and Clerks

Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election but, since the Contracting Authority is conducting its election jointly with the County of Galveston, any voter registered within the county may serve.

[Cost: Base cost of \$10 per hour per worker. If the person is serving more than 40 hours during a normal county work week (from Thursday through Wednesday) they will be paid \$15 per hour for every hour over 40 hours during said week. This normally only happens if the person is serving during Early Voting. The cost for paying workers will be split 50/50 for polling locations designated by the Contracting Officer. 100% of the cost will be charged for locations added by the Contracting Authority.]

NOTE: If the Contracting Authority is hiring the judges, alternate Judges and clerks the Judges and Alternate Judges shall be required to attend training. They will also need to be selected based upon §§ 32.002 (c) TEC.

If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]

The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$.25 per ballot OR \$.50 for multi-page ballots. For this election cycle, the Contracting Authority will handle ballot by mail requests.

Accept	□ Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.
	⊠	Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment The actual cost associated with publishing said notice divided by the number of jurisdictions included in the notice.

Applicable only if the election is cancelled more than 48 hours after the candidate filing deadline		Cancellation Fee: If the Contracting Authority cancels its election and notifies the Contracting Officer in writing within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a \$500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation.
⋈	Reimbursable Fee to be paid to the Contracting Officer	Fees charged by the facilities used paid by the Contracting Officer and reimbursed by the Contraction Authority.
×	Reimbursable Cost to be paid to the Contracting Officer	After normal business hours use of County employees during the election cycle will be billed to the entities. Regular pay plus overtime for each employee.
⊠		Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession.

3. Compensation, Billing, and Payment.

Pursuant to Texas Election Code §31.100 the fees noted above and throughout this contract are the actual expenses incurred by Contracting Officer in providing the various services contained herein.

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.14, the Contracting Authority shall pay \$200 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$7,400 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour.
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week.

In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph and the "Hiring of Judges, Alternate Judges and Clerks" found at the top of page 7 of this agreement.

In addition to the fees noted in this contract, the Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

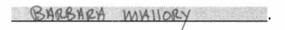
4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The Contracting Authority's Authorized Representative for all purposes of this Contract is



In the case of a Joint election involving multiple local entities that have come together to jointly contract with the Contracting Officer, the Contracting Authority makes known that will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf.

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change:

- (1) the authority with whom applications of candidates for a place on a ballot are filed;
- (2) the authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- (3)the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees,

independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk

Attention: William Sargent, Chief Deputy Clerk for Elections

Galveston County Justice Center 600 59 th Street, Suite 2001 Galveston, TX 77551-4180

409-770-5108

Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

Barbara L. Mallo Galveston 150 3904 Avenue T

Phone: 409) 744-5121

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

The Rest of This Page has Intentionally Been Left Blank.

executed this day of	, 20 .
Contracting Officer:	
Dwight D. Sullivan	
Contracting Authority:	
Name: () City Manager () Mayor (X) Superintendent () President () Chair County Executive Committee () City Secretary () Other	
Received and Filed: Galveston County	
Hon. Mark Henry County Judge Attest:	
Dwight D. Sullivan County Clerk	
Date:	
Date Copy of Agreement Furnished to County Treasurer:	
Date Copy of Agreement Furnished to County Auditor:	

AGENDA ITEM #12.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request:	3/243	2. Contract Type:	Expense) Revenue	Other		al Contract:
4. Department Name:	Professi	and Se	1vices	5. Department Cont	tact: Mel	Trange	//
6. Description:	st All	reation	SONVI	(e-1	Port Allocas	Kon Rete.	Hudy
7. IFAS PEID No: 71	5164	8. IFAS Req No:		9. Orgkey: // 0	111000	10. Object Code:	5481000
11. Vendor:				12. Vendor Contrac	t No:		
13. Requested Legal Review Yes / No (Explain if No)	v:						17 MARIA 18
		Expendi	ture Budget / l	Revenue Projec	ctions		100
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
GRA. Ful	1101	16,500	17,800				
22. Totals:			-		-		
	To	Be Compl	eted By Pu	rchasing D	Departmen	t	
Contract Start Date: 05	01/13	Auto Renew	val Contract:	Salar Vince God.	B13200		
Contract End Date: 913	10/17	Contract # Issued By	y Purchasing:	CM13	070		

Approved By:	Signature	Date
Department Head:	MANA	-/2/2013
Purchasing Agent:) (July Cral	7-2-2013
County Legal:	NA CONTRACTOR OF THE PARTY OF T	07/02/2013
Contract lists	ed in Budget Dogumentation: Yes No	 -
County Budget Office:	MMysell	7/3/2513

CONSULTING SERVICES AGREEMENT

By and Between
County of Galveston, Texas
and
MGT of America, Inc.

THIS AGREEMENT is made this ____ day of April 2013, by and between County of Galveston, Texas ("Client"), and MGT of America, Inc., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services and Deliverables

MGT shall provide to Client the following services and deliverables for the Project titled Cost Allocation Plan Services:

SCOPE OF SERVICES

- A. Development of a central service cost allocation plan in conformance with OMB Circular A-87 based on actual costs incurred in the fiscal years ending in 2011, 2012, 2013, 2014 and 2015. The services to be performed hereunder shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed annually within six (6) months of being requested to commence work on that year. The plans will identify the various costs incurred by the County to support and administer all general fund and non-general fund departments. The cost plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursements processing, etc.
- B. Preparation of departmental indirect cost rates. This will include any department, which may become necessary to enable the recovery of indirect costs on grant programs and contracts.
- C. Negotiation of the completed cost allocation plan and indirect cost rates with the appropriate Federal and State authorities if such negotiations are requested by those representatives.
- D. Development of a cost allocation plan to identify the total costs associated with housing prisoners in the Galveston County Detention facility and to determine the average cost per day for prisoner housing. This plan will be based on actual costs incurred in the fiscal year ending 2011 and incorporate costs associated with countywide central services, Sheriff Administration and Detention operations.

DELIVERABLES

- A. Provide a comprehensive cost allocation plan that:
 - a. properly and fully utilizes all allowable federal funding sources
 - b. effectively employs allocation methodologies

- meets federal and state requirements/regulations, including compliant with OMB Circular A-87
- d. reflects all state plans requirements
- e. fairly charges indirect costs to smaller programs
- B. Provide an on-going base of training and supportive services intended to assure timely advice on issues related to cost allocation, rate setting and general fiscal management.

1.2 Timetable for Services.

The Services shall be performed and the product(s) of the services shall be delivered within six months of when the County requests the services to be performed each year.

2. Compensation.

For its work, and expenses, under this Agreement, MGT shall be paid a total amount not to exceed \$92,500 as follows:

This fee shall be paid on the following schedule:

FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
COMPLETED IN 2013	COMPLETED IN 2014	COMPLETED IN 2015	COMPLETED IN 2016	COMPLETED IN 2017
\$17,800	\$17,800	\$18,700	\$18,700	\$19,500

In each year, progressive payments shall be based on achieving the following project milestones.

- 10% of the fee due upon project initiation (presentation of the data collection correspondence by the Consultant to the County Auditor, or the designee)
- 30% of the fee (plus reasonable expenses) due following initial data collection interviews with County staff.
- 40% of the fee (plus reasonable expenses) due upon submission of draft cost allocation plan to the County.
- 20% of the fee (plus reasonable expenses) due upon submission of the final cost allocation plans to the County

The total fees and expenses shall not exceed the amount in the table above in any given year. The total fees and expenses for the entire life of the agreement shall not exceed \$92,500.

MGT shall render invoices to Client for fees earned. Invoices shall be payable on receipt and will be delinquent 31 days from receipt by Client. No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client's failure promptly to review and accept the product or the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

3. Term and Termination.

- 3.1 This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. For recordkeeping purposes, the term of this Agreement shall be from May 1, 2013 thru September 30, 2017.
- **3.2** This agreement may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party.
- **3.3** In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation. If, due to termination, there is no agreed value for the services performed to date, MGT shall be paid its standard hourly rates for Services actually performed prior to termination, plus expenses actually incurred. The current standard hourly rates for MGT staff are:

TITLE	Standard Billing Rate
Senior Partner	255
Partner	245
Principal	225
Senior Associate	205
Senior Consultant	180
Consultant	160
Senior Analyst/Analyst	105
Research Associate/Research Assistant	70
Marketing Support	75
Technology Support	90
All Other Support	40

- 3.4 In the event of early termination by MGT, for any fiscal year for which MGT has received any payments and has not submitted a final cost allocation plan:
 - 3.4.1 If MGT has not completed initial data collection interviews with County staff, MGT shall refund all sums paid by the Client for that fiscal year.
 - 3.4.2 If MGT has completed initial data collection interviews with County staff, MGT shall complete and submit final cost allocation plans for each such any fiscal year.
 - 3.4.3 If Article 3.4.2 applies, MGT's compensation for each uncompleted fiscal year shall be 50% of the amount shown in schedule contained in Article 2 above. Along with the final cost allocation plans MGT shall provide pursuant to Article 3.4.2, MGT shall submit an invoice reflecting the amounts owed by MGT or Client following application of the 50% adjustment and taking into account payments by Client for the applicable fiscal years. If the final invoice reflects an amount owing by MGT, MGT shall forward payment for such amount to the Client along with the final invoice.

4. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws

and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Project Managers

- 5.1 J. Mark Carpenter shall serve as Project Director under this Agreement.
- 5.2 Mel Trammell, Director of Professional Services, shall serve as Project Manager and point of contact for Client under this Agreement.
- 5.3 By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. Miscellaneous

6.1. No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2. Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3. Subcontracting and Assignment.

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4. Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with TEXAS law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the TEXAS state or federal court having jurisdiction and located in Galveston County, Texas. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

6.5. Prior Performance.

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6. Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows

MGT of America, Inc.
Attn: Brad Burgess, Vice President

If to MGT:

2001 P Street, Suite 200 Sacramento, CA 95811

If to Client: COUNTY OF GALVESTON, TEXAS

ATTN: Mark Henry, County Judge Galveston County Courthouse

722 Moody, Suite 200 Galveston, Texas 77550

WITH COPY TO: County of Galveston, Texas

Attn: Mel Trammel

Director, Professional Services Galveston County Courthouse

722 Moody, 3rd Floor Galveston, Texas 77550

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or a different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

County of Galveston, Texas:	MGT of America, Inc:
By: Mark Henry, County Judge	By: Name:
	As its:
Attest:	2001 P Street, Suite 200
Dwight Sullivan	Sacramento, CA 95811
County Clerk	FEID: 59-1576733
Date:	

W:\WP\DEPTS\PROFESS.SRV\Cost Allocation FY2011-FY2015 - MGT of America-Galveston County.docx



AGENDA ITEM #13.



1. Registration

- 1.1 Agency Information
- 1.2 Agency Contacts
- 2. Sub-Application
- 2.1 <u>Sub-Application</u> <u>Profile</u>
- 2.2 Manage Sub-Application
- 2.3 <u>Submit Sub-</u> <u>Application</u>
 - 3. Receipts
- 3.1 Manage Receipts
- 3.2 Receipt History
 - 4. Status
- 4.1 Current Status
- 4.2 Application History

5. Personal Information

- 5.1 User Profile
- 5.2 Change Password

BVP HELP DESK

(Toll-Free 1-877-758-3787) (Toll 1-301-595-4595)

Email: vests@usdoj.gov



✓ NIJ Standards ✓ Glossary ✓ BVP Manuals ✓

Below are the results of your Application Submission to your jurisdiction. A prompt will appear giving you the option to print these records. If one does not, simply print this page using your browser's print functionality.

LEA	GALVESTON COUNTY - CONSTABLE OFFICES 1		
Application ID	13070523		
Jurisdiction Contact	Cindy Pagan		
	(409) 770-5355		
	cynthia.pagan@co.galveston.tx.us		
Status	Sent for Chief Executive Approval		
Last Submission Date	06/26/13		

Total	Total Extended	Total Shipping & Handling	Total
Quantity	Cost	Cost	Cost
35	24,325.00	0.00	24,325.00

AGENDA ITEM #14.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS - 518 - 9TH AVENUE NORTH, TEXAS CITY, TEXAS 77590 MAILING ADDRESS - P. O. DRAWER 2789, TEXAS CITY, TEXAS 77592-2789 (409) 948-3401 ❖ FAX (409)945-9814

Brent Richbook, Partner brent.richbook@lgbs.com

Mark E. Ciavaglia, Partner mark.ciavaglia@lgbs.com

Writer's Direct Line (713) 844-3548

June 18, 2013

Hon. Mark Henry Galveston County Judge 722 Moody, 2nd Floor Galveston, TX 77550



GALVESTON COUNTY JUDGE

Re: Excess Proceeds from the Resale of Tax Foreclosed Properties Tax Accounts 4240-0000-0123-003 and 4240-0000-0123-003

Dear Judge Henry:

The referenced parcels of property were recently resold to Boan Contracting Company. As set forth in the enclosed form, the amount of proceeds exceeded the amount of taxes, costs and fees due under the tax foreclosure judgments and sheriff sales. These excess proceeds are thus distributed to the taxing entities participating in the sheriff sale.

The Galveston County proportionate share of the excess proceeds is \$11,560.26. Enclosed please find check #01020722 for this amount. Please note, since the taxes have been paid from the proceeds of the sale, this payment is not a tax payment, it is simply general fund revenue for Galveston County.

Please contact us if you have any questions. Thanks very much for your time and professional courtesy.

With best regards

Mark E. Ciavaglia

MC/mls enclosure

RESALE OF PROPERTY DISBURSEMENT FORM

(Internal Control Document for Accounting/Finance Department)

Cause Number 97TX0019 on the docket of the 122nd District Court COUNTY OF GALVESTON, ET AL. VS. ANDREW J. JACKOVICH, ET AL. and

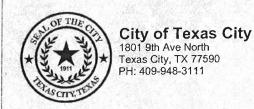
Cause Number 95TX0417 on the docket of the 56th District Court COUNTY OF GALVESTON, ET AL. VS. EMIL H. KLATT, JR., ET AL.

Property Account Number: 4240-0000-0123-004 and 4240-0000-0123-003

Property Re-Sold to BOAN CONTRACTING COMPANY, INC., 7530 PARKER RD., FAIRHOPE, AL 36532 for \$43,700.00

City of Texas City (reimbursement resale advertising fees)	\$	261.17
Galveston County Sheriff's Dept. (publication costs)	\$	510.00
Galveston County Clerk (recording fee #9722662 & 9722658)	\$	40.00
Jana Lei Hartnett 6710 Stewart Rd, #300, Galveston, TX 77551 (attorney ad litem)	\$	500.00
Galveston County District Clerk (court costs)	\$	415.00
Lyn Wingert & Associates (abstract fees)	\$	618.86
Galveston County Tax Office (taxes)	\$	18,902.40
County of Galveston (0.514874776 proportionate share of excess proceeds)	\$	11,560.26
College of the Mainland (0.192979253 proportionate share of excess proceeds)	\$	4,332.88
City of Texas City (0.292145970 proportionate share of excess proceeds)	\$	6,559.43
	-	

Total
Distribution \$ 43,700.00



Texas First Bank Texas City, TX 88-1025/1131

Vendor Number Check Date Check Number

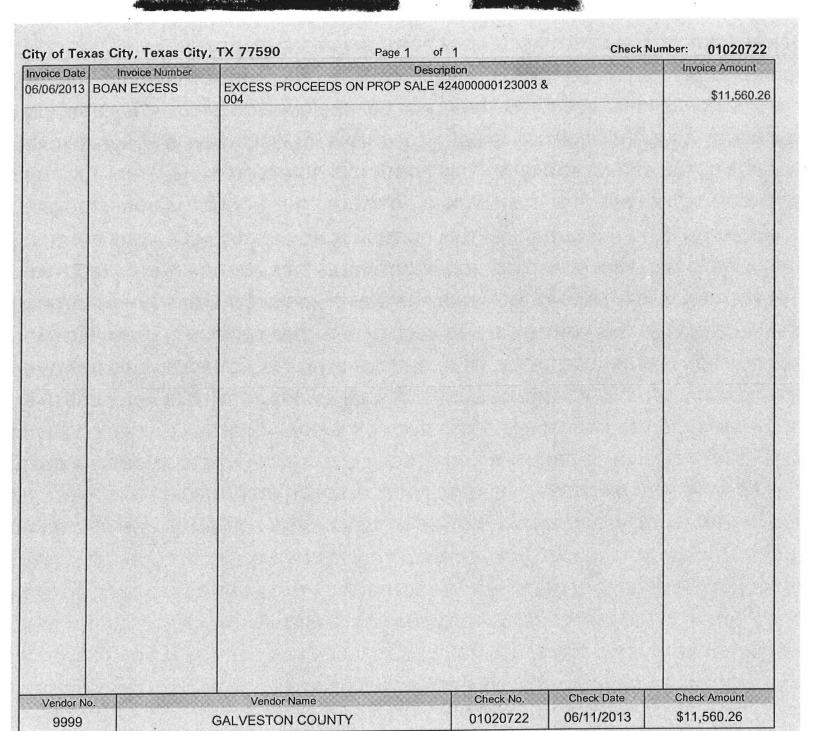
9999 06/11/2013 01020722 VOID 180 DAYS FROM DATE OF ISSUE

\$11,560.26

Pay Eleven Thousand Five Hundred Sixty Dollars and 26 cents ****** 01020722

To The Order Of GALVESTON COUNTY 722 MOODY GALVESTON, TX 77550





AGENDA ITEM #15.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317 MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

Brent Richbook, Partner

409/948-3401 FAX 409/945-9814

Mark E. Ciavaglia, Managing Partner Mark.Ciavaglia@publicans.com

June 19, 2013



Ms. Dianna Martinez Commissioner's Court Galveston County Courthouse 722 Moody Galveston, TX 77550

GALVESTON COUNTY JUDGE

RE: Bids on Galveston County Tax Foreclosed Resale Property

Not Approved By Commissioner's Court

Grantee: Melvin D. Hudnall, Sr.

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

Cause #

CAD#

Bid Amount

Recording Fee

Check #

08TX0561

2855-0000-0015-000

\$ 4,040.37

\$ 28.00

10540204088

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards

Judy A. Fuller

Executive Administrative Assistant to

Mark E. Ciavaglia

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 15, Crane Addition, Galveston County, Texas

LOCATION: 2109 Irene Dr., LaMarque, TX 77568

CAD ACCOUNT #:

Land HS \$ 3,740

2855-0000-0015-000

Imp HS \$108,140

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 01/03/12 REDEMPTION EXPIRES: 01/24/14

CAUSE # 08TX0561

STYLED: Galveston County, et al. vs.

Sonia Suita Devi Sukal, et al.

DATE DEED RECORDED:

RECORDING REFERENCE:

01/24/12

2012004027

COSTS:

GRAND TOTAL/JUDGEMENT AMT:

\$ 28,498.60

TAX RESALE INFORMATION

BID AMOUNT: \$4,040.37

NAME OF BIDDER: Melvin D. Hudnall, Sr.

2230 Main

LaMarque, TX 77568

SEAL BID REAL ESTATE

12/21/2012

PROPERTY LOCATION:

2109 IRENE DR.

LAMARQUE, TEXAS 77568

PROPERTY ID AND LEGAL DESCRIPTION

R196584

2855-0000-0015-000

ABST 150 PAGE 4 LOT 15 CRANE ADDN.

AMOUNT OF SEAL BID - \$ 4040.37

COMMENTS: Thank you sir for the opportunity to bid on the property mentioned above as per our conversation on 12/05/2012. I hope this form of bid is sufficient for your company needs and pray that it is accepted by your committee. My contact information is below and again I say thank you for your time in this matter it is greatly appreciated.

MELVIN D. HUDNALL SR.

230 MAIN

LAMARQUE, TEXAS 77568

CELL - 409-682-6488

HOME/FAX -409-209-0504



PHONE 979.297.1154 • 800.839.1154

1001 FM 2004 • LAKE JACKSON, TX 77566-4012

THIS IS A JEYAS OW EMPLOYEES CREDIT UNION OFFICIAL TELLER'S CHECK. TEXAS DOW EMPLOYEES CREDIT UNION MAY REQUIRE PERSONAL MODAMIFICATION AND THE PURCHASE OF AN INCEMNITY BOND BEFORE A STOP PAYMENT IS FLACED ON AN OFFICIAL CHECK FOR THE REASON OF LOST OR DESTROYED.

OFFICIAL CHECK

NO. 519627

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC. P.O. BOX 9476, MINNEAPOLIS, MIN 55480 WACHOVIA BANK, N.A. BULGORD, GA

BUFORD, GA

DATE

AMOUNT

19JUN13

* **4040.37

PAYFOUR THOUSAND FORTY AND 37/100 DOLLARS

TO THE

GALVESTON COUNTY***

ORDER

OF

DRAWER: TEXAS DOW EMPLOYEES CREDIT UNION

AUTHORIZED SIGNATURE

Romittors MELVIN D HUDNALL

d Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram Image vision of the MoneyGram.		75-16 91
	引 . 05/19/13	-0.000
To Validate: Touch the stop sign, then watch it fade and reappear	10540204988 NumEr okoER	
PAY TO THE ORDER OF: PAGAR A LA ALVESTON COUNTY CLER K IMPORTANT: SEE BACK BEFORE CASHING	A X X X 2 2 2 3 3 3 3 5 3 5 5 5 5 5 5 5 5 5 5 5	Section of Section 19
PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR PURCHASER BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE	DOLLARS OF CENTS	- W. C.
ADDRESS:/ 2230 MAIN ST. VMARQUE TO 7786 Payable through Citizens Alliance Bank Clara City, MN MONEYGRAM PAYMENT SYSTEMS, INC.	\$ 951613230652304 2533541170093038	W. C.

01/09/2013 Page 1 of 1		Unavailable	Entities Assessed		20/1 2010 2009	40 \$108,140 \$108.140	74	\$3,740	¥0	at.	09	¥	1,880 \$111.880		nts	uit Eff Year Value		1970	1970	1970	0.61	1970 1970 1970		
	FYD		- 6		i i	\$1D8,140	8	33,740	8))	9	9	8,111,8		Improve	Year Built	9	1960	1960	77 C		0981		
		Ä	909 P009	3	2012	\$108,140	\$0	04/10	0¢ 6	O	\$0 \$	\$0	\$111,880			Area	9	220	12	210	<u>1</u>	224 208 80	3	
	Legal Description	SANE ADDN			2				Land NHS &				HS Cap Assessed		Tuna Decembion			_	OP Open Porch			WD Wood Deck STG Storage OP Open Porch		
	Lega	ABST 150 PAGE 4 LOT 15 CRANE ADDN		AND SWICKERS								NIA			Flooring	,	T	Bedrooms		Value				
		ABST 150 F						Seller Name	SUKAL, HENRY	MCINTOSH, BONNIE	SUKAL, HENRY	SUKAL, PHILLIP & SONIA	WIEDNER, JOHN	CHASE HOME MIG	Roof			Rooms	AT SECTION OF STATE OF	Αn	7			
				Situs Address			Sales	Seller	SUK	MCIN	SUK	SUK	WIED	Building Attailantee	Interior	as as		rear Built	gments	Market				
	Current Owner	ගි		Situs			Sa	Page						Building	Exterior	WF		Liiepiace	Land Segments	Area		8301F		
	Curre	=S1ON (04074{ E : 77550-2317			. 77568			Volume	2012004027	2010002702	2009015351	2004076633	006-72-1790		Foundation	PB	Bathe		Service and Lindow	tion		itial Lot		
2013 R196584	i i	COUN 17-GALVES I ON (0407483) 722 MOODY AVE GALVESTON, TX 77550-2317			2109 IRENE DR LA MARQUE, TX 77568		以北京的	Date	01/11/2012	01/20/2010	12/03/2008			No. of Contract of	Construction	SFC	Pat/AC	31		SPTB Description		A9 Residential Lot		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 405th Judicial District in Cause Numbered 08TX0561 styled "GALVESTON COUNTY, ET AL. VS. SONIA SUITA DEVI SUKAL, ET AL." the Sheriff of Galveston County, on November 28, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on January 3, 2012, sold and conveyed the premises to Galveston County, as Trustee for itself and for LaMarque Indeendent School District, City of LaMarque, College of the Mainland and Drainage District #2 for the sum of Twenty-Eight Thousand Four Hundred Ninety-Eight and 60/100 Dollars (\$28,498.60), it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Four Thousand** Forty and 37/100 Dollard (\$4,040.37); and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between Galveston County, LaMarque Indeendent School District, City of LaMarque, College of the Mainland and Drainage District #2 as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between Galveston County, LaMarque Indeendent School District, City of LaMarque, College of the Mainland and Drainage District #2 provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of Four Thousand Forty and 37/100 Dollard (\$4,040.37) paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, Galveston County, LaMarque Indeendent School District, and City of LaMarque, College of the Mainland, and Drainage District #2 ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to Melvin D. Hudnall, Sr., of 2230 Main, LaMarque, TX 77568 ("GRANTEE"), the following described real property, to wit:

Lot Fifteen (15), Crane Addition, Galveston County, Texas, said property being more particularly described in the instrument recorded at Film Code 013-28-2392 in the Official Deed Records of Galveston County, Texas.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the

conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

ranes for the current year a	re to be paid by GRANTEE.
EXECUTED this the	_ day of, 2013.
	COUNTY OF GALVESTON
	By:
STATE OF TEXAS	§ § §
COUNTY OF GALVESTON	·
Galveston County, Texas, known to	med authority, on this day personally appeared MARK HENRY as County Judgo me to be the person whose name is subscribed to the foregoing instrument and the same for the purposes and consideration therein expressed.
GIVEN under my hand and	seal of office this the day of, 2013.
	NOTARY PUBLIC, in and for the State of Texas

P O Box 2789

Texas City, TX 77592-2789

AGENDA ITEM #15.b.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317 MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

Brent Richbook, Partner

409/948-3401 FAX 409/945-9814

Mark E. Ciavaglia, Managing Partner Mark.Ciavaglia@publicans.com

GALVESTON COUNTY JUDGE

June 27, 2013

Ms. Dianna Martinez Commissioner's Court Galveston County Courthouse 722 Moody Galveston, TX 77550

RE: Bids on Galveston County Tax Foreclosed Resale Property

Not Approved By Commissioner's Court

Grantee: Kim Sang T. Nguyen

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information, CAD Tax Map and other photo on this property.

Cause #

CAD#

Bid Amount

Recording Fee

Money Order #

10TX0098

7725-0024-0002-000

\$ 1,600.00

\$ 28.00

21051282690

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call-

Best regards

Judy A. Fuller

Executive Administrative Assistant to

Mark E. Ciavaglia

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Lot 2, Blk 24, Wittjen S/D #7

LOCATION: 4606 Warren Way, Hitchcock, TX 77563

CAD ACCOUNT #:

Land HS \$ 8,730

7725-0024-0002-000

Imp HS \$ 7,830

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE: 06/07/11 REDEMPTION EXPIRES: Expired

CAUSE # 10TX0098

STYLED: Galveston County, et al vs.

Ricardo Hernandez, et al.

DATE DEED RECORDED:

RECORDING REFERENCE:

06/24/11

2011031911

COSTS:

GRAND TOTAL/JUDGEMENT AMT:

\$ 23,484.00

TAX RESALE INFORMATION

BID AMOUNT: \$ 16,000.00

NAME OF BIDDER: Kim Sang T. Nguyen

4618 Warren Way Hitchcock, TX 77563

BID FORM FOR TAX FORECLOSED PROPERTY

I(We), Kim Sang T Nguyer	hereby declare and certify that
(A) I (We) are the Bidder(s) for the following property:	, and obtainy that
CAD Property # 1725 - 0034 - 0002 - 0	, described as follows:
Lindvided interest in lo	F2, B(K24)
Witten Sub#7	33,33% aD1
(B) Bid amount \$ 16.000 °	
Enclosed is my (our) bid deposit, a Cashier's check in the a percent (10%) of my (our) bid. Payment in full must be made will forfeit bid deposit.	mount of \$ /600 , which is ten within thirty (30) days of final award of bid or bidder
(C) I (We) agree that each of the taxing entities made a partition bids and waive any formality in the bidding. No title insurance "as is", "where is" and "without warranty".	to the foreclosure have the right to reject any or all e or surveys will be provided. Property is being sold
(D) By my signature below, I certify that I understand the understand that the "minimum bid" amount may not include and that I will be responsible for those taxes if I am the succeand its agents from any action or damages arising from the pure	other taxes which were not included in the judgment
(E) I/We acknowledge that properties sold pursuant to this sea penalties, interests, costs and fees included in the judgment renthe column entitled 'Cause #'. Taxes for tax years not included the property in addition to the successful bid amount.	dered in the delinguant tax laws it f-
*Bidder(s) printed name [if individual(s)]	Bidder(s) Signature(s) [if individuals(s)]
*Bidder's printed name [if an entity]	Authorized signature [on behalf of entity]
Address Carren Clay	409) 40-1300 Phone Number / Fax Number
City/State/Zip Code	Hithly C Smail, Com

^{*} as it will appear on the Deed

HomeTown Bank

Main Bank • 1801 45th St. • Galveston, Texas 77551 • (409) 763-1271 Seawall • 4424 Seawall Blvd. • Galveston, Texas 77551 • (409) 763-5252 Friendswood • 3211 FM 528 • Friendswood, Texas 77546 • (281) 648-9000 League City • 1466 W Main • League City, Texas 77573 • (281) 554-326 Alvin • 1050 North ByPass 35 • Alvin, Texas 77511 • (281) 388-5060



KIMSANG THI NGUYEN

REMITTER

GALVESTON, TEXASPR-23-2013 1131

93-541

MP

93-541

PAY TO THE

ORDER OF COUNTY OF GALVESTON



\$1,600.00

NOTICE TO CUSTOMERS

The purchase of an Indemnity Bond may be required before this check will be replaced or refunded in the event it is lost, misplaced or stolen.

PAYABLE THROUGH ANK BILLINGS, MT

HOMETOWN BRINKES 1,600 dols 00cts

CASHIER'S CHECK

400/ 45



AUTHORIZED SIGNATURE ISSUER ACCEPTS AS DRAWER/DRAWEE

HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED O

MEMBER F.D.L.C.

Main Bank • 1801 45th St. • Gaiveston, Texas 77551 • (409) 763-1271.

Geawaff • 44/4 Seawall Blvd. • Gaiveston, Texas 77551 • (409) 763-1252.

Friendswood • 3211 FM 528 • Friendswood, Texas 775-16 • (281) 648-9000.

League City • 1406 W. Main • League City, Texas 77573 • (281) 548-265.

Aivin • 1050 North ByPass 35 • Aivin, Texas 77571 • (281) 388-5000. GALVESTON, TEXASJUN-11-13

1131

KIM NGUYEN

REMITTER

GALVESTON COUNTY TAX OFFICE

\$\$14,400.00

NOTICE TO CUSTOMERS

The purchase of an Indemnity Bond may be required before this check will be replaced or refused in the eyent it is lost, misplaced or stolen-

HOMETOWN BRINKES 14,400 dols 00cts

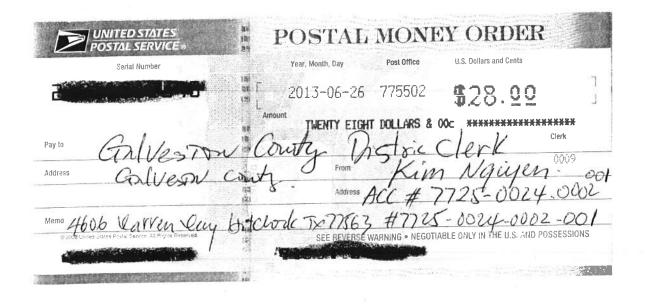
CASHIER'S CHECK

PAYABLE THROUGH FIRST INTERSTATE BANK BILLINGS, MT

PAY TO THE ORDER OF

7725-0024-0003-001

AU HORIZED SIGNATURE ISSUER ACCEPTS AS DRAWER/DRAWEE



RESALE OF PROPERTY PROCEEDS DISTRIBUTION FORM

Cause Number 10TX0098 on the docket of the 56th District Court GALVESTON COUNTY, ET AL. VS. RICARDO HERNANDEZ, ET AL.

Property Account Number: 7725-0024-0002-000

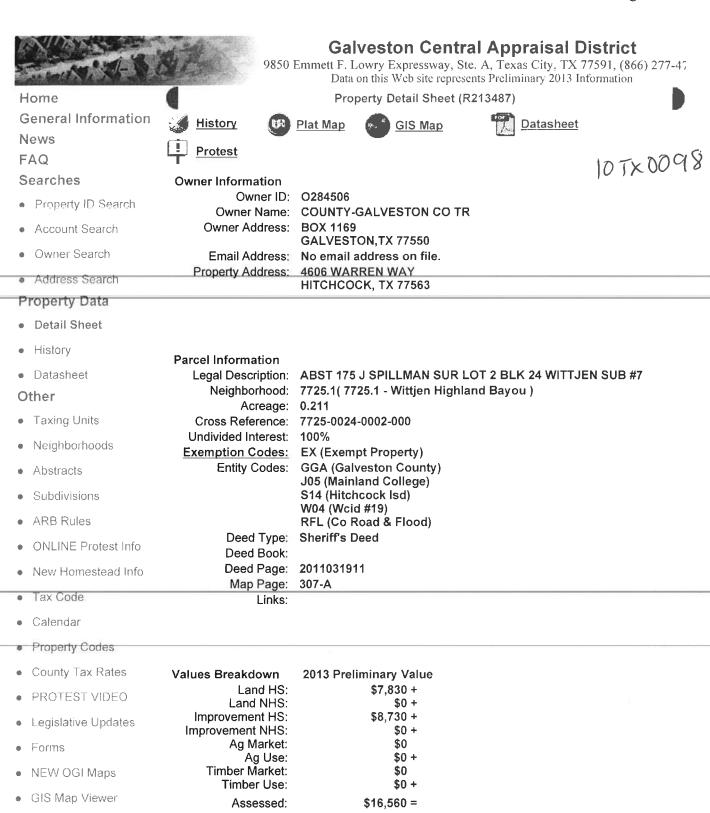
Legal Description: AN UNDIVIDED INTEREST IN LOT TWO (2), BLOCK TWENTY-FOUR (24), WITTJEN SUBDIVISION #7, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254-A, PAGE 67, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

Property Sold at Sheriff's Sale Conducted on JUNE 7, 2011 for \$23,484.00

Property Re-Sold to KIM SANG T. NGUYEN, 4618 WARREN WAY, HITCHCOCK, TX 77563 for \$16,000.00

Proceeds Distribution

	=				
			Original Amt		Actual
Payment of Costs Pursuant to Texas Property Tax Code §34.02		D	ue At Sale	D	<u>isbursement</u>
(1) Advertising:					
to "Galveston County Sheriff's Dept." (publication costs)		\$	619.40	\$	619.40
(2) Attorney Ad Litem Fees					
to "Margaret T. Hindman" P O Box 517, Galveston, TX 77553		\$	500.00	\$	500.00
(3) Court Costs					
to "Galveston County District Clerk"		\$	735.00	\$	735.00
(4) Reimbursement - Costs, Fees					
to "Galveston County Clerk" (recording fee #2011031911)		\$	V2 9 6	\$	20.00
(5) Title Search Fees		120			12112
to "Lyn Wingert & Associates"		\$	250.00	\$	250.00
		\$	2,104.40	\$	2,124.40
Taxing Entity Distribution	Proportionate	Ta	xes Due at	Re	esale
	Share	O	<u>riginal Sale</u>	Sh	are/(Loss)
to "COUNTY OF GALVESTON"	0.217648085	\$	5,928.81	\$	3,020.00
to "HITCHCOCK INDEPENDENT SCHOOL DISTRICT"	0.583537552	\$	15,895.77	\$	8,096.93
to "COLLEGE OF THE MAINLAND"	0.082829556	\$	2,256.31	\$	1,149.31
to "WCID #19"	0.115984807	\$	3,159.47	\$	1,609.36
Subject to Judgment 2010 & 2011 taxes not included.	Subtotal	\$	27,240.36	\$	13,875.60
CAD Value Land HS \$7,830 Imp HS \$8,730 Total \$16,560					
•	Grand Total	\$	29,344.76	\$	16,000.00



County Tax Office <u>Imp1</u> R (Residential) A9 (Exempt Residential Single F:2
Texas CADs

GIS Shape Files

PDF Map Index

NBHD Map Index

ID

Type

SPTB

Improvements

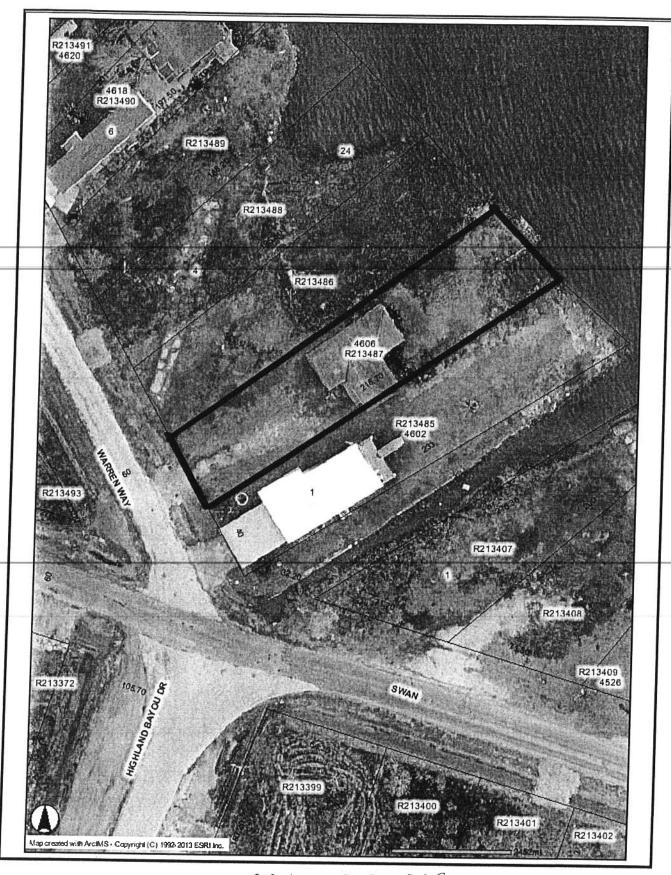
Land

Segr

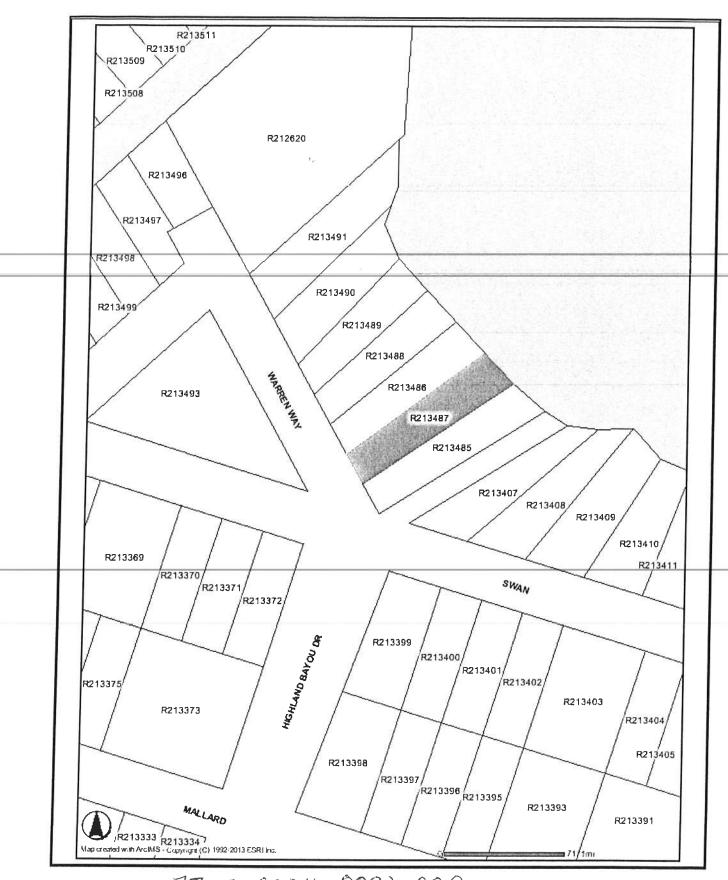
Value

\$8,730

_																					1 5	
04/23/2013 Page 1 of 1	Market		Assessed			2009	\$18,274	10	\$5,220	6 3		· ·	r.c.	- \$23,494			0	0				
		16,560		16,560		2010	\$18,274	E ·	\$5,220	Е 3	. 3	9	(3 1 (3)	- \$23,494		Eff Year Value			1965 \$120			
	Exemptions	•	Entities	GGA 105, S14, W04, RFL	History Information	2011	\$27,410	80	830	- G	9 9	08	08	\$35,240	Improvements							
		ă		GGA	HİSI									0				m				
		SUB#7				2012	\$8,730	\$0	} • •	Ş Ç	0S	\$0	\$0	* \$16,560		Area		1148	100			
	Legal Description	SPILLMAN SUR LOT 2 BLK 24 WITTJEN SUB #7					Imp HS	Imp NHS	Land HS	An Mkt	Ag Use	Tim Mkt	Tim Use	HS Cap Assessed		e Description		Main Area	Wood Deck			
	Legal De	SUR LOT					트	Imp		A A	¥ S	E I	Tim	HS Ass		Type	œ :	S MA				
		SPILLMAN								ARY	00		ARY			Flooring	HW	Bedrooms			Value	
		ABST 175 J							Seller Name	MORA, DIONICIO & MARY	HERNANDEZ, RICARDO	ISD-HITCHCOCK	MORA, DIONICIO & MARY VAI DEZ ISMALI			Roof	SS	Rooms			Ag	0
					Situs Address			Sales	Seller	MOR	HER	-dsi	MOR		Building Attributes	Interior	SR	Year Built		Land Segments	Market	7,830
	Current Owner	(0284506)			Situs /			Š	Page				m		Building	Exterior	WF	Fireplace		LandS	Area	9207F
	Curr	COUNTY-GALVESTON CO TR (0284506) BOX 1169	X 77550			WAY X 77563			Volume	2011031911	2011031911		010-69-02/3			Foundation	WPL	Baths	-		otion	Front
2013 R213487		COUNTY-GALV BOX 1169	GALVESTON, IX 77550			4606 WARREN WAY HITCHCOCK, TX 77563			Date	06/07/2011	06/07/2011					Construction	SFC	Heat/AC	ST		SPTB Description	A9 Water Front



1725-0024-0002-000 4606 Warren Way, Hitchcock Lot 2. BIK 24, W. Hjen Sub #7 Witten Highlands Bayou Neighbor hood http://www.galvestoncad.org/servlet/com.esri.esrimap?ServiceName=galvestoncad... 2/8/2013



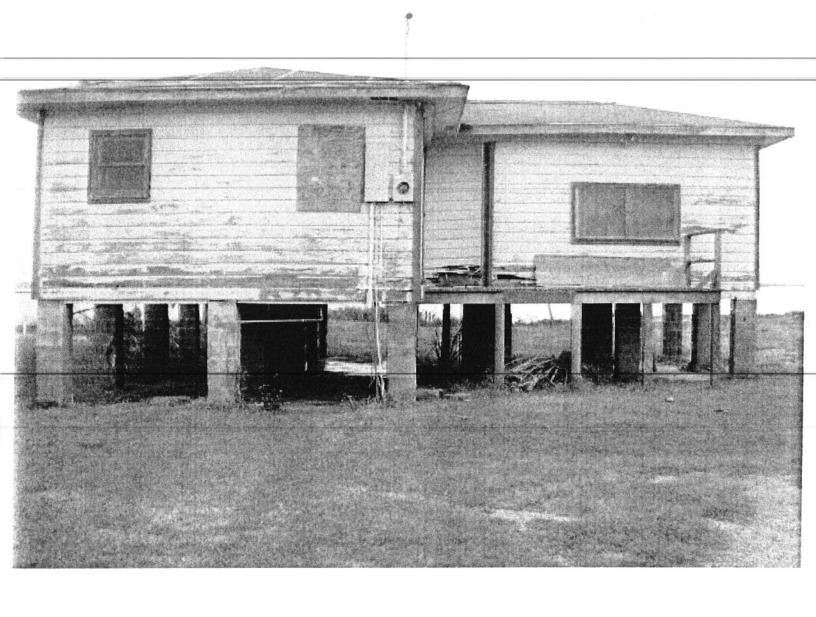
1725-0024-0002-000

H606 Warren Way, Hitchcock

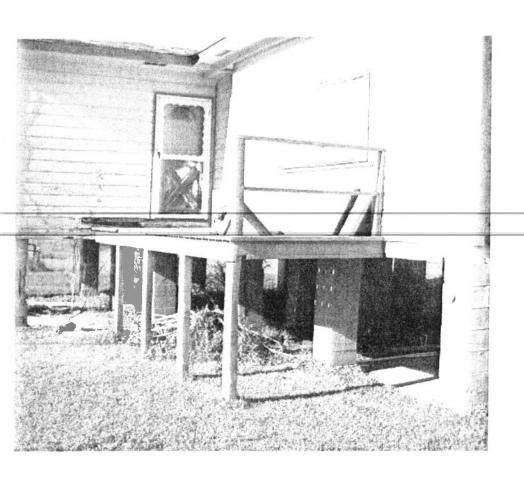
Lota, Blk 24, Witten Sub, # 7

Witten Highlands Bayou Neighborhood

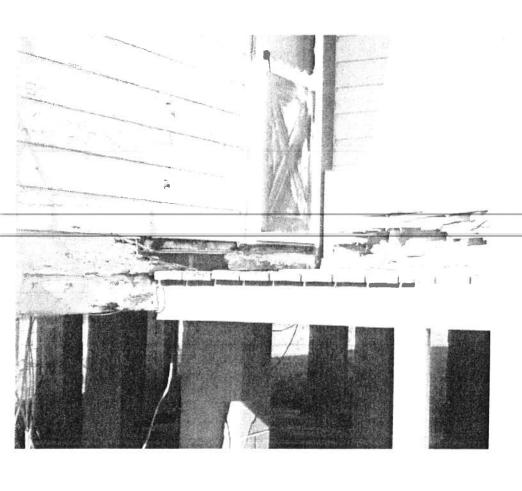
http://www.galvestoncad.org/servlet/com.esri.esrimap.Esrimap?ServiceName=galvestoncad... 2/8/2013



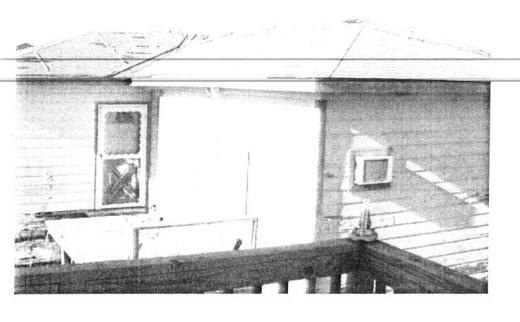
4606 Warren Way Street View



Perch - No Stairs



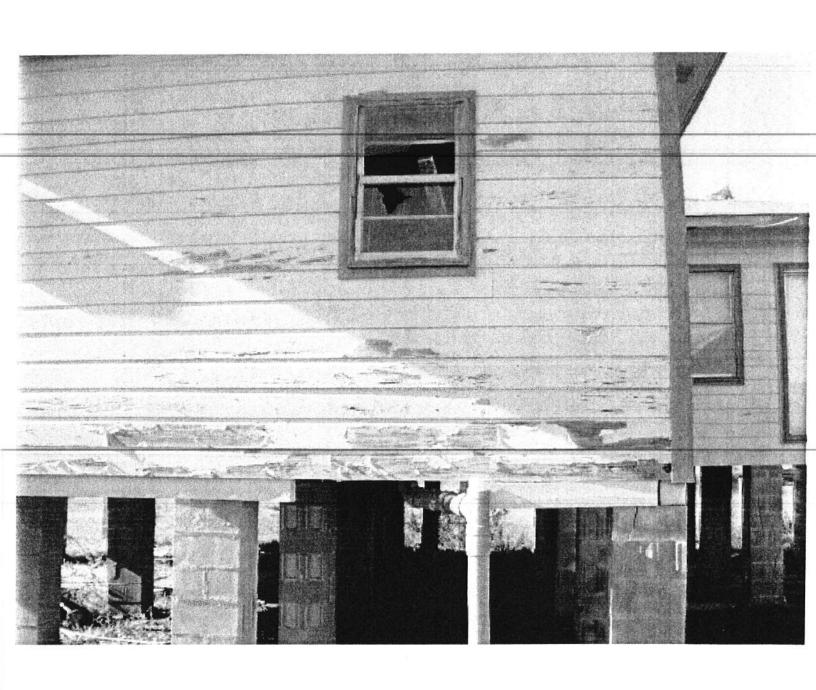
No Stairs - Wood is Rotten



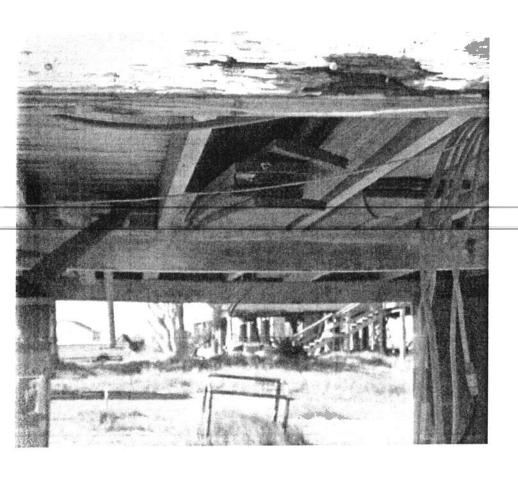
Roof - Blue Tarp.

After IKE-Not Fixed

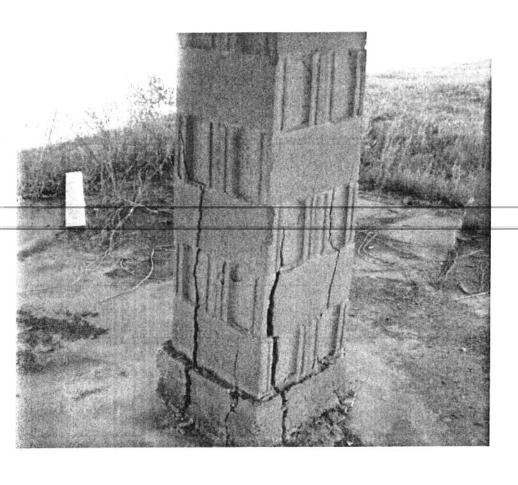
Tarp Blown off



Window Broken



UNDER HOUSE
FOLLING IN



All pillers under House Are Crocked NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, **56th** Judicial District in Cause Numbered **10TX0098** styled "GALVESTON COUNTY, ET AL. VS. RICARDO HERNANDEZ, ET AL." the Sheriff of Galveston County, on APRIL 15, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on JUNE 7, 2011, sold and conveyed the premises to GALVESTON COUNTY, as Trustee for itself and for HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND and W.C.I.D. #19 for the sum of TWENTY THREE THOUSAND FOUR HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$23,484.00), it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00); and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between GALVESTON COUNTY, HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND and W.C.I.D. #19 as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between GALVESTON COUNTY, HITCHCOCK INDEPENDENT SCHOOL DISTRICT, COLLEGE OF THE MAINLAND and W.C.I.D. #19 provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of SIXTEEN THOUSAND AND NO/100 DOLLARS (\$16,000.00) paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, GALVESTON COUNTY, HITCHCOCK INDEPENDENT SCHOOL DISTRICT, and COLLEGE OF THE MAINLAND, and W.C.I.D. #19 ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to KIM SANG T. NGUYEN, of 4618 WARREN WAY, HITCHCOCK, TX 77563 ("GRANTEE"), the following described real property, to wit:

AN UNDIVIDED INTEREST IN LOT TWO (2), BLOCK TWENTY-FOUR (24), WITTJEN SUBDIVISION #7, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254-A, PAGE 67, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the

conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

appurtenances thereto in any wise belonging	ng unto GRANTEE, their heirs, and assigns, forever.
Taxes for the current year are to b	pe paid by GRANTEE.
EXECUTED this the day of	of, 2013.
	COUNTY OF GALVESTON
	By: Mark Henry, County Judge of Galveston County, Texas
STATE OF TEXAS	2
	§ § §
COUNTY OF GALVESTON	§
Galveston County, Texas, known to me to	thority, on this day personally appeared MARK HENRY as County Judge of to be the person whose name is subscribed to the foregoing instrument, and same for the purposes and consideration therein expressed.
GIVEN under my hand and seal or	f office this the day of, 2013.
	NOTARY PUBLIC, in and for the State of Texas
	Printed or Typed Name of Notary

After recording return to:

P O Box 2789

Texas City, TX 77592-2789

Linebarger Goggan Blair & Sampson, LLP

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and

AGENDA ITEM #15.c.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317 MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401 FAX 409/945-9814

Mark E. Ciavaglia, Managing Partner <u>Mark.Ciavaglia@publicans</u>.com

GALVESTON COUNTY JUDGE

June 20, 2013

Ms. Dianna Martinez Commissioner's Court

Brent Richbook, Partner

Galveston County Courthouse

722 Moody

Galveston, TX 77550

RE: Bids on Galveston County Tax Foreclosed Resale Property

Not Approved By Commissioner's Court

Grantee: Norma L. Velasquez

Dear Ms. Martinez,

We have received an offer on the Tax Foreclosed Properties for which the County of Galveston is the Trustee. This offer was reviewed by the LaMarque-Hitchcock Tax Foreclosed Property Resale committee and they have approved the sale. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference is a copy of the Bid Analysis, Proceeds Distribution Form, Bid Form, Galveston CAD Property Information and CAD Tax Map for this property.

Cause #

CAD#

Bid Amount

Recording Fee

Check #

10TX0312

1900-0006-0002-001

\$ 3,000.00

\$ 28.00

222771

If this sale is approved, please have Judge Mark Henry sign the enclosed Trustee's Deed. Also enclosed is the recording fee check for the property as shown above.

If you have any questions, please give me a call.

Best regards,

Judy A. Fuller

Executive Administrative Assistant to

Mark E. Ciavaglia

JF: encls

TAX FORECLOSURE SALE BID ANALYSIS

Galveston County, Trustee

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: South 30 feet of Lot 2 & North ½ of Lot 3 (2-1), Blk 6,

Bogatto Addition

LOCATION: 512 Ave C, LaMarque, TX 77568

CAD ACCOUNT #:

Land HS \$ 2,100

1900-0006-0002-001

Imp HS \$20,930

JUDGEMENT INFORMATION

DATE SHERIFF'S SALE:06/07/11 REDEMPTION EXPIRES: 06/24/13

CAUSE # 10TX0312

STYLED: Galveston County, et al. vs.

Robbie Alexander Morris, et al.

DATE DEED RECORDED: RECORDING REFERENCE:

06/24/11

2011031919

COSTS:

GRAND TOTAL/JUDGEMENT AMT:

\$ 6,777.11

TAX RESALE INFORMATION

BID AMOUNT: \$ 3,000.00

NAME OF BIDDER: Norma L. Velasquez

514 Avenue C

LaMarque, TX 77568

RESALE OF PROPERTY PROCEEDS DISTRIBUTION FORM

Cause Number 10TX0312 on the docket of the 405th District Court GALVESTON COUNTY, ET AL. VS. ROBBIE ALEXANDER MORRIS, ET AL.

Property Account Number: 1900-0006-0002-001

Legal Description: SOUTH 30 FEET OF LOT TWO (2) & NORTH ONE-HALF (N 1/2) OF LOT THREE (2-1), BLOCK SIX (6), BOGATTOS ADDITION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE NUMBER 013-27-1115 IN THE OFFICIAL DEED RECORDS OF GALVETON COUNTY, TEXAS

Property Sold at Sheriff's Sale Conducted on JUNE 7, 2011 for \$6,777.11

Property Re-Sold to NORMA L. VELASQUEZ, of 514 AVENUE C, LAMARQUE, TX 77568 for \$3,000.00

Proceeds Distribution

		Original Amt	ActuaL
Payment of Costs Pursuant to Texas Property Tax Code §34.02		Due At Sale	Disbursement
(1) Advertising:			
to "Galveston County Sheriff's Dept." (publication costs)		\$ 657.80	\$ 657.80
(2) Reimbursement - Costs, Fees			
to "Galveston County Clerk" (recording fee #2011031919)		\$	\$ 20.00
(3) Attorney Ad Litem Fees			
to "Pete Urbani, Jr." 2127 Broadway, Galveston, TX 77550		\$ 500.00	\$ 500.00
(4) Court Costs			
to "Galveston County District Clerk"		\$ 506.00	\$ 506.00
(5) Title Search Fees			
to "Lyn Wingert & Associates"		\$ 250.00	\$ 250.00
(6) Reimbursement - Costs, Fees			
to "Galveston County" (resale advertising fees)		\$ -	\$ -
		\$ 1,913.80	\$ 1,933.80
Taxing Entity Distribution	Proportionate	Taxes Due at	Resale
	Share	Original Sale	Share/(Loss)
to "COUNTY OF GALVESTON"	0.223126105	\$ 1,085.13	\$ 237.90
to "CITY OF LAMARQUE"	0.190191811	\$ 924.96	\$ 202.78
to "LAMARQUE INDEPENDENT SCHOOL DISTRICT"	0.480059856	\$ 2,334.68	\$ 511.84
to "COLLEGE OF THE MAINLAND"	0.084227996	\$ 409.63	\$ 89.80
to "DRAINAGE DISTRICT #2"	0.022394232	\$ 108.91	\$ 23.88
	Subtotal	\$ 4,863.31	\$ 1,066.20
SUBJECT TO THE JUDGMENT THE 2010 - 2012 TAXES			
ARE NOT INCLUDED.	Grand Total	\$ 6,777.11	\$ 3,000.00

BID FORM FOR TAX FORECLOSED PROPERTY

I(We), Norma L. VElasqueZ	hereby declare and certify that:
(A) I (We) are the Bidder(s) for the following property:	
CAD Property # 195150 Acct 1900-00	06-002-001, described as follows:
ASBT 150 Page 25 30ft of	Lot 2+ N1/2 of Lot 3
CAD Property # 195150 Acct 1900-00 ASBT 150 Page 2,5 30ft of C2-1) Blk le Bogattos Addn	. Location 512 Ave. C
(B) Bid amount \$ 3,000.00	17568
Enclosed is my (our) bid deposit, a Cashier's check in the an percent (10%) of my (our) bid. Payment in full must be made will forfeit bid deposit.	nount of \$, which is ten within thirty (30) days of final award of bid or bidder
(C) I (We) agree that each of the taxing entities made a party bids and waive any formality in the bidding. No title insurance "as is", "where is" and "without warranty".	to the foreclosure have the right to reject any or all e or surveys will be provided. Property is being sold
(D) By my signature below, I certify that I understand the understand that the "minimum bid" amount may not include and that I will be responsible for those taxes if I am the successand its agents from any action or damages arising from the pure	other taxes which were not included in the judgment structured in the judgment structure. I agree to indemnify the taxing entities
(E) I/We acknowledge that properties sold pursuant to this seal penalties, interests, costs and fees included in the judgment rend the column entitled 'Cause #'. Taxes for tax years not included the property in addition to the successful bid amount.	dered in the delinquent tax lawsuit, as referenced in
Norma L. VElasquez *Bidder(s) printed name [if individual(s)]	Bidder(s) Signature(s) [if individuals(s)]
*Bidder's printed name [if an entity]	Authorized signature [on behalf of entity]
*Address.	832 584 - 72 6 0 Phone Number / Fax Number
La Marque, TX 77568 *City/State/Zip Code	MOYMA VELASQUEZ @ CAM-ENVIYO Email Address COM

* as it will appear on the Deed



PO BOX 27459 HOUSTON, TEXAS 77227-7459

Notice to Purchaser: As a condition to this Institution's Issuance of this check, Purchaser agrees to provide an Indemnity Bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.

CASHIER'S CHECK



35-1125/1130

PURCHASER:

PAY

NORMA VELASQUEZ

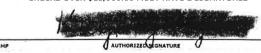
EXACTLY One Hundred Dollars and Zero Cents

PAY TO THE COUNTY OF GALVESTON ORDER OF

Void if over \$100.00

DATE 3/8/2013 **AMOUNT** \$100.00

CHECKS OVER \$25,000.00 MUST HAVE 2 SIGNATURES



THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

AMEGY BANK N.A PO BOX 27459 HOUSTON, TEXAS 77227-7459 CASHIER'S CHECK

Notice to Purchaser: As a condition to this Institution's issuance of this check, Purchaser agrees to provide an Indemnity Bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.



35-1125/1130

PURCHASER:

NORMA VELASQUEZ

Void if over \$2,900.00

DATE 6/14/2013

AMOUNT \$2,900.00

EXACTLY

PAY

Two Thousand Nine Hundred Dollars and Zero Cents

PAY TO THE GALVESTON COUNTY ORDER OF

CHECKS OVER \$25,000.00 MUST HAVE 2 SIGNATURES



AMEGY BANK N.A. PO BOX 27459 HOUSTON, TEXAS 77227-7459

PURCHASER:

NORMA VELASQUEZ

CASHIER'S CHECK

Notice to Purchaser: As a condition to this Institution's Issuance of this check, Purchaser agrees to provide an Indemnity Bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.



35-1125/1130

0

Security Features Included.

DATE 6/14/2013 **AMOUNT** \$28.00

PAY EXACTLY



Twenty Eight Dollars and Zero Cents

PAY TO THE GALVESTON COUNTY CLERK ORDER OF

CHECKS OVER \$25,000.00 MUST HAVE 2 SIGNATURES

Void if over \$28.00





Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 2 Data on this Web site represents PRELIMINARY 2012 Information-CLICK HISTORY

Property Detail Sheet (R195150)

General Information

News

FAQ

History







Searches

Property ID Search

Account Search

Owner Search

Address Search

Owner Information

Protest

Owner ID: O407483

Owner Name: **COUNTY-GALVESTON** Owner Address: 722 MOODY AVE

GALVESTON,TX 77550-2317

Property Address: **512 AVE C**

LA MARQUE, TX 77568

Property Data

Detail Sheet

History

Datasheet

Abstracts

Subdivisions

ARB Rules

Parcel Information

ABST 150 PAGE 2 S 30 FT OF LOT 2 & N 1/2 OF LOT 3 (2-1) BLK 6 Legal Description:

BOGATTOS ADDN

Neighborhood: 1900(1900 - Bogatto Addn) Other 0.137

Acreage:

 Taxing Units Cross Reference: 1900-0006-0002-001

Undivided Interest: 100% Neighborhoods

Exemption Codes: EX (Exempt Property)

Entity Codes: GGA (Galveston County)

J05 (Mainland College) S15 (La Marque Isd) C32 (La Marque City) RFL (Co Road & Flood) D02 (Drainage #2)

ONLINE Protest Info Deed Type: Sheriff's Deed

Deed Book: New Homestead Info

Deed Page: 2011031919 Tax Code Map Page: 261-C

Calendar

Property Codes

Values Breakdown 2012 Preliminary Value County Tax Rates Land HS: \$2,100 +

PROTEST VIDEO Land NHS: \$0 + \$20,930 + Improvement HS: Legislative Updates Improvement NHS: \$0 + Ag Market: \$0

Ag Use: \$0 + Timber Market: \$0 Timber Use: \$0 + Assessed: \$23,030 =

GIS Shape Files

GIS Map Viewer

County Tax Office

Improvements PDF Map Index ID Type **SPTB** Segs Value

NBHD Map Index

3D Aerial Photos lmp1 R (Residential) A9 (Exempt Residential Single F:3 \$ 20,930

Links

Land

2011	
	Seller Name
	MORRIS, ROBBIE M TAYLOR, ORLENE-DEC
	TAYLOR, ORLENE UNKNOWN
fing	Roof Flooring
	so
smo	Rooms Bedrooms
	Market Ag Value

Map Output Page 1 of 1



1900-0006-0002-001 5 30 A. of Lot Z + N/Z of Lot 3, (2-1), BIK6, Bogath's Addn. 512 Avec, La Marque TX 77568

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRUSTEE'S DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 405th Judicial District in Cause Numbered 10TX0312 styled "GALVESTON COUNTY, ET AL. VS. ROBBIE ALEXANDER MORRIS, ET AL." the Sheriff of Galveston County, on APRIL 15, 2011, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on JUNE 7, 2011, sold and conveyed the premises to GALVESTON COUNTY, as Trustee for itself and for CITY OF LAMARQUE, COLLEGE OF THE MAINLAND, LAMARQUE INDEPENDENT SCHOOL DISTRICT and DRAINAGE DISTRICT #2 for the sum of SIX THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 11/100 DOLLARS (\$6,777.11), it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00); and

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b).

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between GALVESTON COUNTY, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND, LAMARQUE INDEPENDENT SCHOOL DISTRICT and DRAINAGE DISTRICT #2 as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between GALVESTON COUNTY, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND, LAMARQUE INDEPENDENT SCHOOL DISTRICT and DRAINAGE DISTRICT #2 provides that the County Judge of Galveston County will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, GALVESTON COUNTY, CITY OF LAMARQUE, COLLEGE OF THE MAINLAND, and LAMARQUE INDEPENDENT SCHOOL DISTRICT, and DRAINAGE DISTRICT #2 ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to NORMA L. VELASQUEZ, of 514 AVENUE C, LAMARQUE, TX 77568 ("GRANTEE"), the following described real property, to wit:

SOUTH 30 FEET OF LOT TWO (2) & NORTH ONE-HALF (N 1/2) OF LOT THREE (2-1), BLOCK SIX (6), BOGATTOS ADDITION, GALVESTON COUNTY, TEXAS, SAID

PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED AT FILM CODE NUMBER 013-27-1115 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or detects in the property an other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising our of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

	to be paid by GRANTEE.
EXECUTED this the d	ay of, 2013.
	COUNTY OF GALVESTON
	By: Mark Henry, County Judge of Galveston County, Texas
STATE OF TEXAS	§ 8
COUNTY OF GALVESTON	§ § §
Galveston County, Texas, known to n	d authority, on this day personally appeared MARK HENRY as County Judine to be the person whose name is subscribed to the foregoing instrument the same for the purposes and consideration therein expressed.
	al of office this the day of 2013
GIVEN under my hand and sea	al of office this the day of, 2015.
	NOTARY PUBLIC, in and for the State of Texas

Linebarger Goggan Blair & Sampson, LLP

P O Box 2789

Texas City, TX 77592-2789

AGENDA ITEM #16.a.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277 Cheryl.E.Johnson@co.galveston.tx.us



June 18, 2013

Mark Henry, Galveston County Judge 722 Moody Street Galveston, Texas 77550

Re: CLERICAL ERROR

Request for P & I Waivers/Refunds

Account: Multiple Accounts

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of waivers/refunds of penalty and interest on the following accounts, due to a clerical error.

The Tax Office submitted multiple requests to the USPS to forward all mail due to a change in address. The USPS recognized and approved all requests to forward this mail. Unfortunately, the mail was never forwarded as instructed but instead was being held at the Houston Post Office. This caused over 100 property tax accounts to become delinquent and generated countless inquiries from concerned customers regarding these payments. These delinquencies were a result of a clerical error on the part of a governmental entity.

Name	Account Number	Year	Refund/ Waiver
Hill Corp Energy Company	F010-0 01-9140-WI	2012	\$907.75(W)
Hill Corp Energy Company	T030-0001-9140-WI	2012	\$23.54(W)
Hill Corp Energy Company	T070-0001-9140-WI	2012	\$20.91(W)
Hill Corp Energy Company	T0808-0001-9140-WI	2012	\$13240.70(W)
Hill Corp Energy Company	T030-0001-9140-WI90000	2012	\$43.60(W)
Hill Corp Energy Company	T030-0001-9140-WI10000	2012	\$.21 (W)
Hill Corp Energy Company	T030-0001-9140-WI	2012	\$2234.79(W)
Hill Corp Energy Company	T031-0001-9140-WI90000	2012	\$4139.58(W)
Hill Corp Energy Company	T031-0001-9140-WI10000	2012	\$20.06(W)
Nortex Modular Space	8600-0410-5238-001	2012	\$934.67(W)
John & Shannon Morgan	4464-0002-0012-000	2012	\$74.84(W)
John & Shannon Morgan	4464-0002-0030-000	2012	\$499.99(W)
Melissa Walter Trust	6233-0000-0033-000	2012	\$2352.29(W)
Brent & Becky Novelli	4481-0001-0060-000	2012	\$318.95(W)
Patricia Mount	3876-0002-0013-000	2012	\$455.98(W)

Name	Account Number	Year	Refund/ Waiver
Harry & Karen Levy III	5395-0001-0006-000	2012	\$308.14(W)
Dennis Ashworth	5525-0000-0015-000	2012	\$2.58(W)
Joseph Schrodi	2819-0006-0007-000	2012	\$152.80(W)
Storage Center LTD	7052-0006-0013-000	2012	\$4.49(W)
Storage Center LTD	7052-0006-0014-000	2012	\$5.69(W)
Storage Center LTD	7052-0006-0015-000	2012	\$11.05(W)
David Good	4332-0000-0011-001	2012	\$1.39(W)
Daniel Schutmaat	5103-0001-0017-000	2012	\$302.81(W)
Daniel Schutmaat	7247-1001-0011-000	2012	\$170.99(W)
Daniel Schutmaat	3297-0013-0207-000	2012	\$38.28(W)
Daniel Schutmaat	5911-0006-0006-000	2012	\$51.13(W)
Ajay Dhingra	5077-0003-0025-000	2012	\$142.38(W)
Ajay Dhingra	5077-0001-0030-000	2012	\$141.49(W)
Cleto Hernandez	2310-0000-0218-000	2012	\$104.08(W)
Gregory & Linda Hollier	6285-0000-0105-000	2012	\$283.52(W)
Robert & Diana Gulledge	0018-0072-0000-000	2012	\$295.70(W)
Victor Gonzales	5960-0475-2005-001	2012	\$14.43(W)
Carleen Buchanan	5857-0009-0008-000	2012	\$518.84(W)

Sincerely,
Cley E. Johnson
Cheryl E. Johnson

AGENDA ITEM #17.a.





Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 18, 2013

The Honorable Mark Henry Galveston County Judge 722 Moody Street Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

Account Number 3204-0000-1404-000

Amount \$3,843.67

Reason

Supplemental Adjustment

Sincerely,

Cley & Johnson Cheryl E. Johnson

2012 Supp#7

Refunds in Excess of \$2,500.00

Account Number	Amount	Reason
3204-0000-1404-000	\$3,843.67	Supplemental Adjustment



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 21, 2013

Mark Henry County Judge 722 Moody Street Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

Account Number	<u>Amount</u>	Reason
0060-0023-0000-000	\$ 10,537.43	Duplicate Payment
2445-0006-0024-000	\$ 3,105.25	Duplicate Payment
3505-0429-0010-000	\$ 8,195.78	Over Payment
3505-0564-0004-000	\$ 10,030.39	Duplicate Payment
7142-0000-0047-000	\$ 10,166.28	Over Payment
H642-0000-2000-3001	\$ 2,679.87	Over Payment

Sincerely,

Cheryl E. Johnson, RTA

Refunds in Excess of \$2,500.00

Account Number	Amount	Reason	
0060-0023-0000-000	\$ 10,537.43	Duplicate Payment	
2445-0006-0024-000	\$ 3,105.25	Duplicate Payment	
3505-0429-0010-000	\$ 8,195.78	Duplicate Payment	
3505-0564-0004-000	\$ 10,030.39	Duplicate Payment	
7142-0000-0047-000	\$ 10,166.28	Over Payment	
H642-0000-2000-3001	\$ 2,679.87	Over Payment	



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



July 1, 2013

The Honorable Mark Henry Galveston County Judge 722 Moody Street Galveston, Texas 77550

Re: Tax Refunds in Excess of \$2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s):

Account Number Amount Reason
5874-0000-0003-000 \$2,627.64 Supplemental Adjustment

Sincerely,

Cheryl E. Johnson

2012 SUPP#8

Refunds in Excess of \$2,500.00

Account Number	Amount	Reason
5874-0000-0003-000	\$2,627.64	Supplemental Adjustment

AGENDA ITEM #18.a.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 6/24/13		2. Contract Type:	Expense	Revenue	Other	3. Renewal (Yes /	
4. Department Name: Mosqu	sito Control Distri	ict		5. Department Contac	t: Gerrie Elmore		
6. Description:		Regular S	oftware Upgrades for	our ArcGIS Mapping P	rogram used for the s	spray system.	
7. IFAS PEID No: 710007		8, IFAS Req No: CR308374		9. Orgkey: 2410411100		10, Object Code: 5481606	
11. Vendor:ESRI			12. Vendor Contract No:				
13. Requested Legal Review: No, this is just a software update for our maps for the spray systems Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Services	5481000	\$2,400.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
22. Totals:		\$2,400.00	\$2,500.00	\$3,000,00	\$3,000.00	\$3,000.00	\$3,000.00
	10	Be Comple	eted By Pu	rchasing D	epartmen		
Contract Start Date: 07/	61/13	Auto Renewi Yes	al Contract:	Bid No:	l _A		
Contract End Date: 06/	30/14	Contract # Issued By	Purchasing:	CM13	943		

Approved By:	Signature		Date
Department Head:	-5147D	The state of	2 6/24/13
Purchasing Agent;		and the same of th	6-23-203
County Legal:			
Contract listed in Budge	et Documentation: Ves No		1 .
County Budget Office:	1/1/2/1/1	\mathcal{U}	24213
	•	Revised: 9	7/25/2012



Quotation

Date: 03/12/2013

Quotation Number: 25571455

Send Purchase Orders To:

Esri, Inc.

380 New York Street Redlands, CA 92373-8100 Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:

Esri, Inc. File #54630

Los Angeles, CA 90074-4630

County of Galveston Mosquito Control 5115 Hwy 3 77539

Dickinson TX

Attn: Gerrie Elmore

Customer Number: 434347

For questions regarding this document, please contact Customer Service at 888-377-4575.

em Qty	Material#	Unit Price	Extended Price
0 1	87192 ArcGIS for Desktop Basic (formerly ArcView) Single Use Primar Start Date: 07/01/2013 End Date: 06/30/2014	400.00 ry Maintenance	400.00
010 1	87192 ArcGIS for Desktop Basic (formerly ArcView) Single Use Primar Start Date: 05/01/2014 End Date: 06/30/2014	66.85 ry Maintenance	66.85
2010 1	114511 ArcPad Maintenance Start Date: 07/01/2013 End Date: 06/30/2014	250.00	250.00
3010 2	114511 ArcPad Maintenance Start Date: 07/01/2013 End Date: 06/30/2014	250.00	500.00
4010 1	114511	250.00	250.00

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to involcing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esrl reserves the right to include a price or fee uplift or charge a handling fee appropriate to cover costs associated with implementation and participation in any third party vendor management, procurement, or invoice program required by the customer that passes the fees along to vendors providing products or services.

Issued By: Barbara Walker

Ext: 3936

(WALKERS)

To expedite your order, please reference your customer number and this quotation number on your purchase order.



Quotation

ate: 03	3/12/	2013 Quotation Number: 255714	55 Unit Price	Extended Price
		Material#	Unit Price	EXIGIAGOTIOO
		ArcPad Maintenance		
		Start Date: 07/01/2013		
		End Date: 06/30/2014		
)10 2	;	114511	291.78	583.56
J 10 2	-	ArcPad Maintenance		
		Start Date: 05/01/2013		
		End Date: 06/30/2014		
010 3	2	114511	123.97	371.92
010 0	,	ArcPad Maintenance		
		Start Date: 01/01/2014		
		End Date: 06/30/2014		
			Subtotal	2,422.33
			Estimated Taxes	199.86
			Total	\$ 2,622.19

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri) 380 New York Street Redlands, CA 92373 E-mail: jricks@esri.com

DATE: May 6, 2013

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry Bundle
- ArcGIS for Maritime: Charting Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions

- Certain proprietary training courses
- Esri Business Analyst Server
- · Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Roads and Highways
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small and/or disadvantaged companies (see GSA Advantage! for details) as resellers of Esri products to eligible entities purchasing under a GSA Schedule, including the following products otherwise available only from Esri:

- · ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry Bundle
- ArcGIS for Maritime: Charting Bundle
- ArcGIS for Server and extensions

- Certain Esri instructor-led training courses
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, excluding those listed above, through open-market value-added resellers and distributors.

If you have further questions, please contact me at 909-793-2853, extension 1-1990.

Sincerely.

Jackje Ricks

AGENDA ITEM #19.a.



Galveston County 722 Moody Ave Galveston TX 77550

Change Order to the Agreement Between Galveston County and the Trade Contractor

01

Project: Mid County Annex
Proposal Number: B131016
PO Number: C307103
Date: July 3, 2013

Trade Contractor: Landscape Art, Inc.

2303 Dickinson Avenue League City, Tx 77573

Attn: J. H. Williams, Vice President

Article 8 of the Agreement between Galveston County and Trade Contractor provides a method of authorizing changes in the work within the general scope of the agreement.

The Trade Contractor is ordered in writing, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions and are more fully described below. The contract sum and the contract time will be adjusted by mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data below and agreed upon by Galveston County, the Construction Manager, and the Trade Contractor

Description of Work:

This item provides a 4" dia. sleeved pathway under concrete walkways and pavement for water and control lines necessary for an effective operation of the sprinkler system. The original sleeves were installed based upon assumptions that did not include equal pressures for the end zones. These additional sleeves help correct and provide a more effective and efficient sprinkler system. The sprinkler system is necessary to establish the new planting and assist in the long term maintenance.

Total\$2,424.00

W:\Architecture\0 PROJECTS\09-005 Mid County Annex\AP - Fees-Invoices-Expenses\Construction\Landscape Art\Change Order 01.doc

Original Contract Sum Authorized Changes Prior to this Change Order Contract Sum Prior to this Change Order	\$143,782.98
Authorized Changes Prior to this Change Order	\$0.00
Contract Sum Prior to this Change Order	\$143,782.98
Contract Sum will be <i>increased</i> by this Change Order	\$2,424.00
Contract Sum	\$146,206.98
Architect	July 3, 2013
Trade ContractorCarmelo Orellana, Operation Manager	July 3, 2013
Galveston County Mark Henry, County Judge	DATE

AGENDA ITEM #20.b.

1945

April 1, 2013

G. Michael Fitzgerald, P.E., County Engineer The County of Galveston Office of the County Engineer 722 Moody Galveston County, TX 77550

SUBJECT: Contract Amendment No. 1

Calder Road Design and Construction

Galveston County, Texas

Dear Mr. Fitzgerald:

Dannenbaum Engineering Corporation respectfully requests Galveston County to authorize Amendment No. 1 to the Agreement for Engineering Services dated June 12, 2012. Amendment No. 1 covers additional services to be provided by Dannenbaum regarding design services for a roundabout at Turner/Calder Roads. The roundabout was requested at this location by the City of League City. City Council has approved the attached roundabout preliminary concept and the Director of Public Works has approved the budget.

Original Contract Amount \$748,628.00 Amendment No. 1: \$ 53,730.40 Revised Contract Amount: \$802,358.40

Thank you for the opportunity to continue working with Galveston County on the Calder Road Design and Construction project. Please contact me if you need further information.

Very truly yours,

DANNENBAUM ENGINEERING CORPORATION

Larry S. Marr, P.E. Project Manager

Attachments

Galve	ston County
By:	
	Mark Henry
	County Judge
Dated:	
Attest:	
	Dwight Sullivan
	County Clerk

DANNENBAUM ADDITIONAL SERVICES SCHEDULE

Checked by_

Reviewed by__

Prepared by___

Calder Road Summary of Phase II Additional Services for Roundabout at Turner/Calder Roads

Additional Sandon			Phase II	=
	Company	Multiplier	Raw Fee	Fee
Topographic Survey for Roundabout	Baseline	1.10	\$3,900.00	\$4.290.00
Geotecnnical Study (estimate 3 additional borings)	Geotest	1.10	\$3,414.00	\$3,755,40
Unity Coordination	Terra Assoc.	1.10	\$2,515.00	\$2.766.50
Upuate Preliminary Urainage Analysis and Mitigation Design	Dannenbaum	1.00	\$9,350.00	\$9,350.00
roadway Lesign	Dannenbaum	1.00	\$33,568.50	\$33,568,50
l otal Additional Services				\$53.730.40





PROJECT BUDGET WORKSHEET
dient: Dannenbaum
Project Name: Calder Road Additional Design Survey
Project No. 02/22/13

		-								
		Phase Description	Additional Design Surveying							
BASEL	BASELINE LABOR BUDGET	Reference No.								
		Project Manager	SEW							
		Lump Sum or Hourly	HATE							
Labor			Phase	Phase	Phase	Phase	Phase			
Code	Labor Classification	Hourly Rate	0	0	0	٥		A nani (ini.di	TOTAL HOURS	TOTAL BUNGET
101	Principal/Senior PM (PE/RPLS)	\$ 130.00	"				6	100000000000000000000000000000000000000		1
106	Survey Manager/Surveyor (RPLS)	\$ 115.00	*			· ē	, c		-4 •	30.00
105	Project Manager (RPLS)	\$ 110.00	6				, c		.	\$ 460.00
107	Sr. Survey Technician (RPLS)	\$ 95.00	12				· · c	•		<i>γ</i> , 4
108	Survey Technician	\$ 80.00	6			_	· c	· ·	7 '	\$ 1,140.00
110	Administrative Assistant	\$ 50.00	1-1				· •		· c	
109	CADD Technician	\$ 80.00	6				, c		·	\$ 20.00
101	1-Person Survey Crew	\$ 95.00	6				· c		, c	v + +
102	2-Person Survey Crew	\$ 120.00	16				· 6			A 4
103	3-Person Survey Crew	\$ 140.00	8				, c		9	5 1,920.00
102	2-Person Survey Crew-GPS	\$ 155.00	Ó		-	. 5			. ·	vs v
	Sub-Total	Sub-Total Manhours per Phase/Task \$	\$ 3,700.00	40	*	\$	*		34	
83	Baseline Expense Budget	Hourly Rate							TOTAL HOURS	TOTAL RIDGET
	Abstracting/Misc		200			0	0	0 (1985)	2005	1
	Mileage	\$ 0.55	0		0	0	0	0		, w
	Sub-Tetal Exp	Sub-Total Expense Fee per Phase/Task	\$ 200.00	**	,	+5	*			200.00

\$ 3,900.00

TOTAL: \$3,900.00 \$ - \$

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588 Fax: (713) 266-2977

Proposal No. 1140330399 March 26, 2013

Ms. Elizabeth Johnson, P.E. Dannenbaum Engineering 3100 West Alabama Street Houston, Texas 77098

Re:

Proposal for Geotechnical Services Calder Road - Roundabout League City Galveston County, Texas

Dear Ms. Johnson:

In accordance with your request, we are pleased to submit this proposal for the referenced project. The project calls for the roundabout at the intersection of Turner and Calder Roads and also extension of 200 LF of Calder Road roadway further north on Turner Road. The roundabout also includes storm water drainage.

Purpose and Scope

The purposes of this study are to evaluate the soil and groundwater conditions at Calder Road roundabout and to provide geotechnical recommendations for the design and construction of proposed concrete pavement and storm sewer for roundabout and roadway extension on north. Based on the scope of services provided per your e-mail on March 22. 2013, the scope of this study will consist of the following:

- Provide utilities clearance for boring locations. It includes:
 - Call Texas One Call referencing with street name and Key Map block no.
 - Coordinate with representative of utility companies to clear the marked boring locations.
- Provide necessary traffic control during drilling operations.
- Drill and sample:
 - One (1) 25-foot boring for roundabout at Calder Road and one (1) 6-foot boring for Turner Road.
- Grout all boreholes using non-shrink cement bentonite grout after completion of drilling and groundwater level measurements.
- Perform appropriate laboratory tests tests on selected representative samples to develop
 the engineering properties of the soil.

Proposal No. 1140330399 March 26, 2013

Ms. Elizabeth Johnson, P.E. Page 2

- Perform engineering analyses to develop geotechnical recommendations for the pavement section, subgrade stabilization and storm sewer bedding.
- Prepare a geotechnical report including all of above.

It is our understanding that the survey information of boring locations (Station, offset and ground surface elevation, etc.) will be provided by your surveyor.

Project Schedule

We should be able to start the fieldwork within one (1) week after receiving your written authorization. The fieldwork will be completed in about one (1) day barring bad weather. The laboratory tests will be completed in about one (1) week. The addendum report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about four (4) weeks after your written authorization of notice to proceed.

Cost

MDlana

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses, and a geotechnical report, the cost will be a not to exceed cost of \$3,414.00.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us. Please indicate your formal acceptance by signing one copy of this letter in the space below and return one original to us.

Very truly yours, GEOTEST ENGINEERING, INC.

B.C. K

Mohan Ballagere, P.E. Vice President

ATTACHMENT NO. 1

COST BREAKDOWN

Re: Calder Road - Roundabout League City Galveston County, Texas				Proposal No	.: 1140330399
PERSONNEL:					
Principal, P.E.	1	Hr.	X	\$167.00 =	\$167.00
Senior Engineer, P.E.	2	Hr.	х	\$123.00 =	\$246.00
Staff Engineer	4	Hr.	х	\$82.00 =	\$328.00
Support Personnel (Drafting or Word Processing)	4	Hr.	Х	\$36.00 =	\$144.00
· ·				SUBTOTAL	\$885.00
SUBAURFACE FIELD INVESTIGATION					
Mobilization/Demobilization	1	L.S.	Х	\$500.00 =	\$500.00
Soil Boring, Intermittent 3" diameter (0-50 feet)	31	Ft.	х	\$16.00 =	\$496.00
Grouting of Completed Holes	31	Ft.	Х	\$4.00 =	\$124.00
Asphalt Coring (4" dia, up to 6" thickness)	2	Eo.	Х	\$80.00 =	\$160.00
Traffic Control - Certified Flagmen/cones	1.0	day	х	386.00 =	\$386.00
Underground utilities clearance for boring locations	4.00	Hr.	Х	\$82.00 =	\$328.00
				SUBTOTAL	\$1,994.00
SOIL TESTS					
Liquid & Plastic Limits (ASTM D-4318)	3	Ea.	х	\$53.00 =	\$159.00
Moisture Content (ASTM D-2216)	8	Ea.	x	\$8.00 =	\$64.00
Percent Passing No. 200 Sieve (ASTM D 1140)	3	Ea.	х	\$41.00 =	\$123.00
Density & Moisture of Soil Sample (ASTM D-2216, ASTM D-2937)	3	Ea.	х	\$19.00 =	\$57.00
Unconfined Compression (ASTM D-2166)	2	Ea.	x	\$39.00 =	\$78.00
Unconsolidated Undrained (ASTM D-2850)]	Ea.	х	\$54.00 =	\$54.00
, .		•		SUBTOTAL	\$535.00

\$3,414.00

TOTAL



CONSULTING

March 27, 2013

Mr. Larry S. Marr, P. E. Dannenbaum Engineering Corporation 3100 West Alabama Houston, TX 77098

Direct: 713-527-6357 Facsimile: 713-527-6340

Email: Jarry.marr@dannenbaum.com

Re:

Proposal for Professional Engineering Services for

Utility Coordination for Calder Road (Approximately an additional 300 feet north of Turner

Road) Located In League City, Texas and Galveston County Precinct 4

TAI File No. 0254-1301 TAI Reg. No.: F 003832

Dear Larry:

Terra Associates, Inc. appreciates the opportunity to submit this proposal to you ("Client") for professional engineering services associated with the development of the above captioned project. It is our understanding that the project is the widening of Calder Road from Turner Street south to Evan Street (with approximately 2000-feet of additional storm sewer from Evan Street to Magnolia Bayou) as located in League City Texas. Our task is to locate all utility conflicts for approximately 300 feet north of Turner Road and compile and add them to the existing utility conflict sheets already completed as described below. Based on the information that you have provided for the project, we propose the following services.

General Consulting. We will review and provide comments on the project through meetings with you and your other consultants. We will review and provide written comments on any project data provided by you to us for this purpose. We will contact representatives of the City, County, and all public or private utility companies in order to obtain all information relevant to our tasks. We will organize and attend two separate utility coordination meetings as directed by the client and at times as specified by the client.

Plan & Profile Drawings. We will prepare a plan and profile drawing set, including cover sheet, index, & legend for the purpose of depicting all utility conflicts within the project limits. Drawings will be in accordance with the City of League City Department of Public Works criteria for waterlines, sanitary sewer, drainage and paving facilities located within public streets or easements. We will create a summary table of all conflicts which shall list the exact location, the nature of the crossing, the proposed paving elevations, and the elevations of the existing and proposed utilities.

Approvals. We will submit copies of drawings prepared by us for your review and comment. You will submit plans to the City of League City and/or Galveston County as appropriate for review and comment. We will address comments from the City in order to obtain plan approval of our portion of the project. The approval duration of governmental agencies is beyond our control. However, we will attempt to expedite this process.

Information To Be Provided To Us: a Microstation drawing fill of the survey and design elements for the project, plan & profile drawings of the project as prepared by the Client, any available record drawings, the project schedule, and any SUE information available for existing utilities.

Fee. We propose that our compensation for the above described basic services be provided on a fixed fee basis per Attachment "B" included herein. We will submit monthly invoices based upon the percentage of the services completed. Payment is due within 7 business days of your receipt of payment from the County.

Reimbursable Expenses. Our budget allowance for reimbursable expenses is based upon our experience with similar projects. Covered under this budget are items described under Paragraph "E" of Attachment "A". We recommend an allowance of \$500 for this project.

Exceptions. This proposal specifically omits any item that is not descriptively included in the foregoing paragraphs. Our services will be performed according to our normal procedures of practice. Any services required in addition to our normal procedures are to be considered as extra services which will require additional fee authorization. We do not provide environmental services including wetlands delineation. Site lighting, landscape and irrigation design are not included in our scope of services.

Acceptance. If this proposal meets with your approval, please so indicate your acceptance by executing it in the space provided below and returning one signed copy for our files. Your written acceptance of this proposal will consummate the Agreement which can be terminated by either party upon receipt of written notice. Upon termination, all fees currently earned under the terms of this Agreement will be due and promptly paid.

We appreciate the opportunity to submit this proposal and look forward to assisting you in the development of this project.

Sincerely,

TERRA ASSOCIATES, INC.	ACCEPTED AND AGREED TO:
Julia . n	Ву:
Lyle Henker, P.E.	Title:
Président	
Phone: (713) 993-0333	Date:
Fax: (713) 993-0743	•

TERRA Associates, Inc.

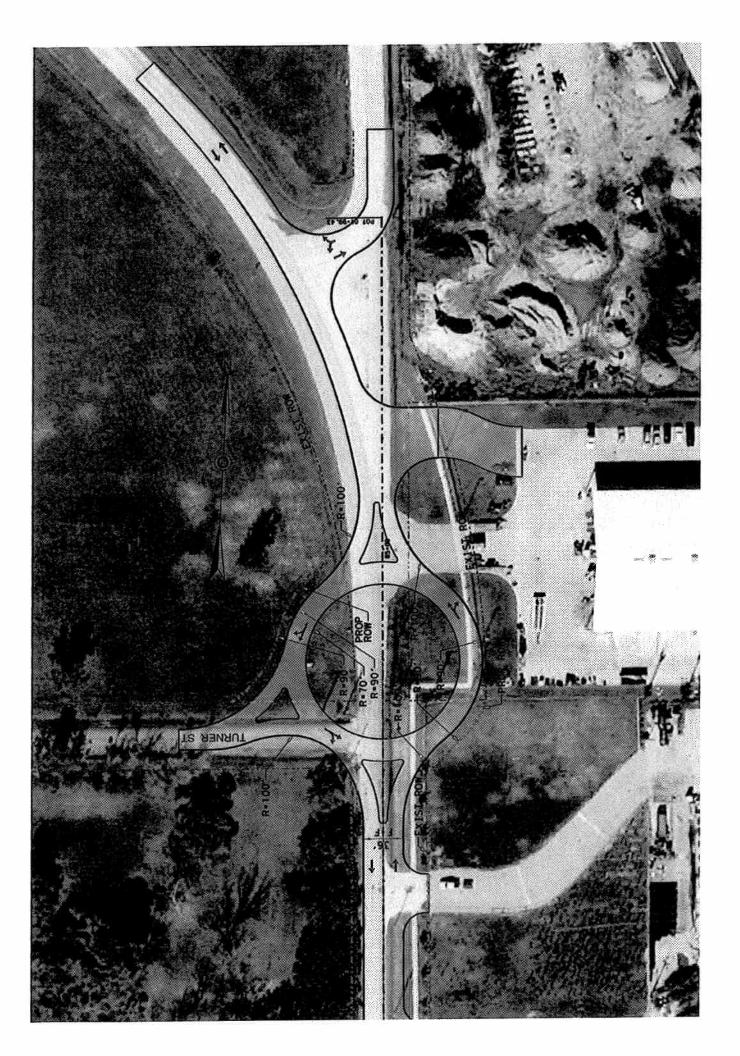
FEE PROPOSAL for

Utility Coordination for Calder Road - Approximately 300-feet North of Turner Road

No. AT MEDIM	Charge	Project Manager	Project Engineer	CADD	Clerical	Total	
TASK A - General Coordination, Information Gathering and Meetings	\$160.00	\$145.00	\$110.00	\$80.00	\$50.00	Hours	Cost Per Lask
TASK B - Plan and Profile Drawing set & Conflict Summary Table for PER	0	2	2	2	-	7	\$ 720.00
TASK C - Plan and Profile Drawing set & Conflict Summary Table. Final		7	2	2	۲	7	\$ 720.00
		-	7	2	1	9	\$ 575.00
TOTAL HOURS							
TOTAL LABOR COSTS	0	ເດ	မ	9	8	7.	
	5	\$ 725	5	VOX.	1		
				400	120 A		\$ 2,015.00
REIMBURSABLES & EXPENSES							
Estimate for mileage, copies, etc.							
							\$ 00 00 B
TOTAL REIMBLIBGADI ES 9 EXPENSES							
TOTAL ENGINEERING FEE (NOT TO EXCEED)						noral	900.00c
							\$ 2,515.00

Calder Road Expansion--Report Update

	TASK	Project Manager \$200.00	Project Engineer IV \$120.00	Project Engineer III \$100.00	CADD \$85.00	Secretary \$65.00	Total Hours	Total Cost	
1.0	Data Collection		2	2			4	\$440.00	4.79
	Review previous work done		2	2			4	\$440	,
2.0	Revisions for New Configuration		16	27			43	\$4,620.00	49.49
	Revise proposed conditions drainage areas and parameters		3	6			9	\$960	
	Revise proposed conditions peak flow calculations		2	3			5	\$540	
	Create hydrographs based on peak flows		2	4			6	\$640	
	Input hydrographs into SWMM model		3	5			8	\$860	
	Revise SWMM model geometry as necessary		3	6			9	\$960	
	Calculate proposed flows and HGL-compare with existing		3	3			6	\$660	
	Create right-of-way and road cross section drawings		2	2			4	\$440	
3.0	Report Update	0.000000	7	10	2	8	27	\$2,530.00	27.1%
	Text		2	5		3	10	\$935	
	Tables		2	2		2	6	\$570	
	-Existing vs Proposed Flows		1	1		1	3	\$285	
	-Re-sized culvert crossings		1	1		1	3	\$285	
	Exhibits		-	1	2	1	5	\$455	
-	-Proposed Drainage Areas		1	1	2	1	5	\$455	
	Appendices .		2	2		2	6	\$570	
	-Proposed Conditions Flow Calculations		1	1		1	3	\$285	
\dashv	-Proposed Conditions SWMM Model		1	1		1	3	\$285	
.0	Project Management	3	3	6			12	\$1,560.00	16.7%
_	-Internal Coordination	1	11	2			4	\$520	
_	-External Coordination/ Meetings with Client	1	1	2			4	\$520	
\dashv	-Approval from League City	1	1	2			4	\$520	
	Other Direct Costs							\$200.00	2.1%
-	-Supplies -Reproduction							\$100.00	
	- Noproduction				_			\$100.00	
		3 3.5%	28 32.6%	45 52.3%	2 2.3%	8 9.3%	86	\$9,350.00	100.0%



AGENDA ITEM #20.c.

APPLICATION FOR PERMISSION TO CONVEY BY METES AND BOUNDS PROPERTY DESCRIPTIONS, PORTIONS OF PREVIOUSLY PLATTED LOTS, WITHOUT REVISING THE PLAT

THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

Application for permission to convey, by metes and bounds property descriptions, portions of Lot 1 and 2, Block 2, STINGAREE COVE, in Galveston County, Texas, recorded in Volume 254-A, Page 83, and transferred to Plat Record 8, Map No. 57, both of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioners would respectfully show into the Court the following, to wit: NOW COMES MANLEY BUILDERS, LLC, BRYAN DUDMAN and wife KAREN DUDMAN and files this Petition and Block 2, of

A copy of a survey, with metes and bounds property descriptions, depicting the portion of Lot 1 and 2, STINGAREE COVE, attached hereto as EXHIBIT "A". Block 2,

TRACT 1-A: Part of Lot 1, Block 2 , STINGAREE COVE TRACT 2-A: Part of Lot 1, all of Lot 2, Block 2, STINGAREE COVE

- . ` Only Lots 1 and 2, Block 2, of STINGAREE COVE are to be involved in these conveyances. owner of said Lots 1 and 2, Block 2, of STINGAREE COVE. Petitioners are the sole
- 2 DUDMAN Petitioners herein. The proposed revision will not interfere with the established rights of any owner of any other part of the subdivided land, save and except the lands of said MANLEY BUILDERS, LLC, BRYAN DUDMAN and wife KAREN
- ω Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.
- 4 petitioners understand that approval of this metes and bounds document does not guarantee approval of water or sewer permits or building permits and that water, sewer and building permits are separate issues.
- 5 Approval of this metes and bounds application does not guarantee Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 1 and 2, Block 2, of STINGAREE COVE, all as per the survey plat and metes and bounds properly description shown in Exhibit "A" attached hereto, and that this Honorable Court enter such further orders and take such further action as may be proper.

JOHNMANLEY, MANLEY 2907 Canal Avenue COUNTY OF THE STATE OF Nederland, TX **EXECUTED** this 77627 Salvasta? F BUILDERS, day of LLC

BEFORE ME, the undersigned authority on this day personally appeared Petitioner, JOHN MANLEY for MANLEY BUIDERS, LLC, to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF ANDREA L. GOSEP Notary Public, State of Texas My Commission Expires OFFICE this the Notary Public-State of day of

2013.

13, 2014

By: Deputy	DWIGHT D. SULLIVAN County Clerk Date	BY: MARK HENRY Galveston County Judge	APPROVED	WITNESSED MY HAND AND SEAL OF OFFICE this the dayor Notary Public-State of	BEFORE ME, the undersigned authority on this day personally appeared Petitioners BRYAN DUDMAN and KAREN DUDMAN to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.	COUNTY OF TOTAL	BRYAN DUDMAN 5974 C.R. 444 Waelder, TX 78959 Walder, TX 78959
		Date nty Judge		e of X	appeared Petitioners se names are subscribed to the above and ame for the purposes and consideration		NAN PAN PAN PAN PAN PAN PAN PAN PAN PAN

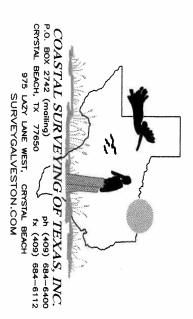
13-0231 MB App

Page 2 of 2

Exhibit 'A"
Page 1 of 2

20°

Exhibit 'A" Page 2 of 2



Tract 1-A - (2900 Cedar Lane)

Being part of Lot 1, Block 2, of STINGAREE COVE, a subdivision in Galveston County, Texa according to the map or plat thereof recorded in Volume 254—A, Page 83 and transferre to Plat Record 8, Map No. 57, of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 1—A, being more particularly described by metes and bounds follows: and transferred

South line of COMMENCING at Shady the Northeast corner of Lot 2, hady Lane, a 25' R.O.W.; Block 2 of said STINGAREE COVE and.

THENCE South 67°12'30" West, along the feet passing the northwest corner of said to the POINT OF BEGINNING; the South N line and of continuing on for said Shady Lane, at distance Ω distance 75 of feet

THENCE ð the North line South 43°52'30" of East, parallel with the West line Cedar Lane, a 25' R.O.W.; of said Lot __ Ω distance ਨ੍ਰ 100

SUBDIVISION (Plat Record THENCE the southwest corner South 67°12'30" West, along 5. Map No. the said North line Lot 1 and being in 17), Galveston aid No...
and being in ...
carton County ! the Map Cedar Lane, East Records; line of distance MARYLAND of 50

MARYLAND THENCE North orth 43°52'30" West, SUBDIVISION and the along the West line of said West line of said Lot 1, a Lot 1 ar distance and of 100 said East
) feet; ine of

THENCE North 67.12'30" feet to the POINT OF BE 0" East, along the South line BEGINNING, containing 0.107 acre of said Shady Lane, Ω distance \circ_{f} 50

Tract 2-A - (2902 Cedar Lane)

Being part of Lot 1 and all of Lot 2, Block 2 County, Texas, according to the map or plat and transferred to Plat Record 8, Map No. 57 County Clerk of Galveston County, Texas, said by metes and bounds as follows: ock 2, of STINGAREE COVE, a subdivision plat thereof recorded in Volume 254—A, No. 57, of the Map Records in the Office said Tract 2—A, being more particularly Page described of in Galveston the

BEGINNING at the Northeast Shady Lane, Ω 25' R.O.W.; corner of Lot Ņ Block N of said STINGAREE COVE and the South

Southeast South corner 43.52,30" of said Lot East, along N and the the North line of East line of said Lot 2, Cedar Lane, a Ω distance ine, a 25' <u>o</u> of 100 R.O.W.;

THENCE South passing th 67°12'30" West, along the the Southwest corner of sai said said North line of Cedar Lane, at d Lot 2 and continuing for a total and continuing Ω a distance o of

THENCE feet to North 43°52'30" West, the North line of said said parallel with the Lot 1 and the S e East line South line of of. said said Lot 2, Shady Lane; Ω distance 100

THENCE North NCE North 67°12'30" East, alone passing the Northeast corner to the POINT OF BEGINNING, along the ner of sai r of said Lot 1 and continuing for a total containing 0.161 acre. a distance distance of 7

AGENDA ITEM #21.a.

RESOLUTION 2013-03

RESOLUTION AUTHORIZING INTERLOCAL GOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY OF GALVESTON AND THE GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

STATE OF TEXAS

8

COUNTY OF GALVESTON

8

WHEREAS, the County of Galveston, a political subdivision of the State of Texas, acting by and through its Commissioners' Court, as owner, ("County") of what is commonly called Paul Hopkins Community Park ("Park") and the Galveston County Water Control and Improvement District No. 1, a body public and corporate and governmental agency of the State of Texas, organized under the provisions of Article XVI, Section 59 of the Texas Constitution ("WCID#1") wish to enter into an Interlocal Governmental Agreement pursuant to Texas Government Code § 791.001 et seq., commonly known as the Interlocal Cooperation Act. Its purpose is to enable WCID#1 to install a permanent diesel operated standby pump to provide a reliable back-up power supply to an existing lift station owned by WCID#1 in the event of a natural or man-made event that causes lose of power. This lift station is located within the Park; and

WHEREAS, the County owns what is commonly known as Paul Hopkins Community Park located in Dickinson, Galveston County, Texas; and

WHEREAS, Federal Land and Water Conservation funds were used to develop portions of the Park; and

WHEREAS, as a condition of obtaining these funds the County agreed (a) to operate the Park as a public park in perpetuity and (b) that in the event it had to use portions of the Park for the other purposes, to acquire additional acreage satisfactory to Texas Parks and Wildlife of equal or greater size and value at either the same or another park in the vicinity and (c) to otherwise comply with Chapter 26 of the Texas Parks and Wildlife Code; and

WHEREAS, by Interlocal Agreement dated November 30, 1988 by and between the County and WCID#1, WCID#1 was given the right to install both an underground sanitary sewer lift station and underground utilities to service the lift station in the Park. This Agreement may be found in the Official Microfilm Records of the Office of the County Clerk of Galveston County under File No. 8901558; and

WHEREAS, by a second Interlocal Agreement dated August 5, 1991 by and between the County and WCID#1, WCID#1 was given the right to install underground utility lines necessitated by the widening of FM 517. The second Interlocal Agreement which may be found in the Official Minutes of the Commissioners' Court under File Number 300-11-0245, refers to legal descriptions found in Exhibits "A" and "B" attached thereto. But, these Exhibits are missing. The legal description of Exhibit "A" is the Field Notes for Parcel 127 and the legal

description of Exhibit "B" is the Field Notes for Parcel 129 on the F.M. 517 project whose project limits were from I.H. 45 to F.M. 3436; and

WHEREAS, subsequent to entering into the Interlocal Agreements WCID#1 installed the sewer lift station and underground utilities. These improvements currently provide services to not only the Park but also to numerous other privately and publicly owned tracts of land; and

WHEREAS, the lift station was damaged by Hurricane Ike. This necessitated WCID#1 to utilize a temporary diesel operated pump to operate the lift station for several months while awaiting for replacement electrical equipment to arrive; and

WHEREAS, installation of a diesel standby pump should provide reliable backup to the lift station in the event of a natural or man-made disaster that cause power outage to the lift station in the future; and

WHEREAS, in order to upgrade its existing facilities WCID#1 finds it necessary to install the diesel standby pump on the described tract of land in the attached Interlocal Governmental Agreement located in a portion of the Park more particularly described by metes and bounds in the attached Interlocal Governmental Agreement; and

See attached Exhibit "A"

WHEREAS, the County recognizing the benefits received by the installation of this pump and has no objection to the use of the said described tract of land by WCID#1; and

WHEREAS, the Board of Directors of the Galveston County Water Control and Improvement District No. 1 believe it to be in the best interest of the WCID #1 to enter into such Interlocal Governmental Agreement.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 that:

Section 1:

The Galveston County Water Control and Improvement District No. 1 hereby authorize the Galveston County Water Control and Improvement District No. 1 to enter into the attached Interlocal Governmental Agreement with the County of Galveston, Texas to allow the Galveston County Water Control and Improvement District No. 1 to install a permanent diesel operated standby pump to provide a reliable back-up power supply to an existing lift station owned by WCID#1 in the event of a natural or man-made event that causes lose of power that is located within the Paul Hopkins Community Park.

Section 2:

The Galveston County Water Control and Improvement District No. 1 hereby authorize Shamarion M. Barber, President of the Board of Directors of Galveston County Water Control

and Improvement District No. 1 to execute the attached Interlocal Governmental Agreement with the County of Galveston, Texas to the terms and conditions contained therein.

Section 3:

The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Directors.

PASSED and APPROVED: this 17th day of June , 2013.

GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 1

SHAMARION M. BARBER President, Board of Directors

ATTEST:

WILLIAM J. GAFFEY Secretary, Board of Directors

[DISTRICT SEAL]

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS COUNTY OF GALVESTON	§ §
I, the undersigned officer of the Improvement District No. 1, Galvest	Board of Directors of the Galveston County Water Control and on County, Texas, do hereby certify as follows:
No. 1 (the "Board") convened in reg	ors of Galveston County Water Control and Improvement District alar meeting on the 17th day of June 2013, at coundaries of the District, and roll was called of the duly constituted wit:
Shamarion M. Barbe Jim McBride William J. Gaffey Garland Copelin John Mitchiner	Vice-President Secretary/Treasurer Director Director
and all of said persons were pre constituting a quorum. Whereupon, a written	ent, except Director(s), thus mong other business, the following was transacted at the meeting: a
CONTROL AND IMPROVEMENT	NTERLOCAL GOVERNMENTAL AGREEMENT BY AND GALVESTON AND THE GALVESTON COUNTY WATER DISTRICT NO. 1 of the Board. It was then duly moved and seconded that the
Resolution be adopted; and, after d Resolution, prevailed and carried by th	ne discussion, the motion, carrying with it the adoption of the
AYES: _5	NOES:0
described in the above and foregoing Resolution has been duly recorded in a above and foregoing paragraph are the Board as indicated therein; that each of notified officially and personally, in ad- that said Resolution would be introdu- officers and members consented, in ad- meeting was open to the public as requi	correct copy of the aforesaid Resolution adopted at the meeting a paragraph is attached to and follows this certificate; that said the Board's minutes of said meeting; that the persons named in the eduly chosen, qualified and acting officers and members of said the officers and members of said Board was duly and sufficiently vance, of the time, place and purpose of the aforesaid meeting, and seed and considered for adoption at said meeting, and each of the vance, to the holding of said meeting for such purpose; that said red by law; and that public notice of the time, place and subject of apter 551, Texas Government Code, and Section 49.063, Texas
SIGNED AND SEALED on th	2013.
[DISTRICT SEAL]	Name: William J. Goriey Title: Secretary, Board of Directors

EXHIBIT "A"

14' X 14' LIFT STATION EASEMENT

METES AND BOUNDS DESCRIPTION OF 196 SQUARE FEET OF LAND IN THE PERRY AND AUSTIN SURVEY, A-9 GALVESTON COUNTY, TEXAS

All that certain 196 square feet (0.0045 acre) of land, being a portion of the tract described in the deed from Joseph F. Molloy to The County of Galveston, recorded under Doc. No. 8227987, in the Deed Records of Galveston County, Texas, in the Perry and Austin Survey, A-9, Galveston County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas Coordinate System of 1983, South Central Zone)

COMMENCING at a 1 inch iron pipe found for the north corner of EMPRISE ESTATES SUBDIVISION, according to the plat thereof, recorded under Plat No. 2003A/3, in the Map Records of Galveston County, Texas, in the southeast right-of-way line of F.M. 517 (R.O.W. Varies);

THENCE South 53° 18' 56" West – 138.78 feet, with the southeast right-of-way line of said F.M. 517, to the intersection of the southeast right-of-way line of said F.M. 517 and the southwest right-of-way line of said Tallow Drive (Private)(R.O.W. Varies), in the northeast line of said The County of Galveston tract;

THENCE South 36° 35' 04" East — 48.00 feet, with the southwest right-of-way line of said Tallow Drive, common to the northeast line of said The County of Galveston tract, to the west corner of the 400 square foot Utility Easement described as Parcel "B-3" in the deed recorded under Doc. No. 8901558, in the Deed Records of Galveston County, Texas;

THENCE South 53° 24' 56" West - 3.00 feet, with the southeast line of said Parcel "B-3", to the north corner and **POINT OF BEGINNING** of the herein described easement;

THENCE South 36° 35' 04'' East - 14.00 feet to the east corner of the herein described easement;

THENCE South 53° 24' 56'' West - 14.00 feet to the south corner of the herein described easement;

THENCE North 36° 35′ 04" West – 14.00 feet to the west corner of the herein described easement, in the southeast line of said Parcel "B-3";

THENCE North 53° 24' 56" East - 14.00 feet, with the southeast line of said Parcel "B-3", to the **POINT OF BEGINNING** of the herein described easement and containing 196 square feet (0.0045 acre) of land.

Prepared by:

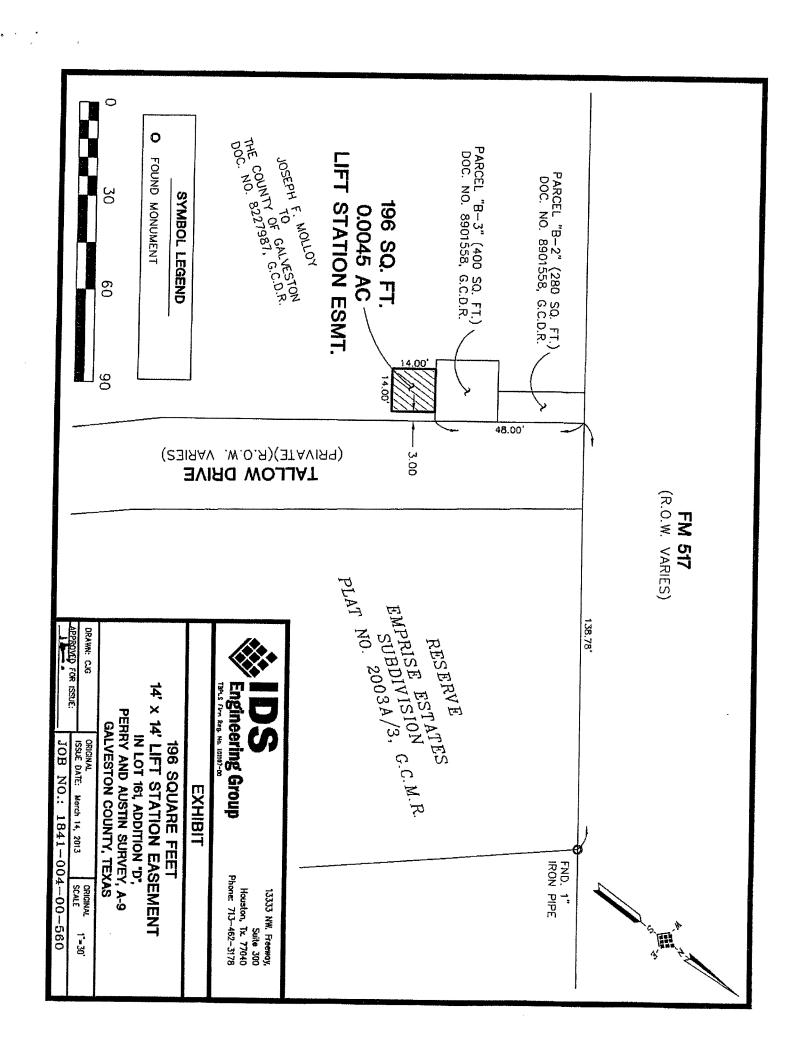
IDS Engineering Group Job No. 1841-004-00-560

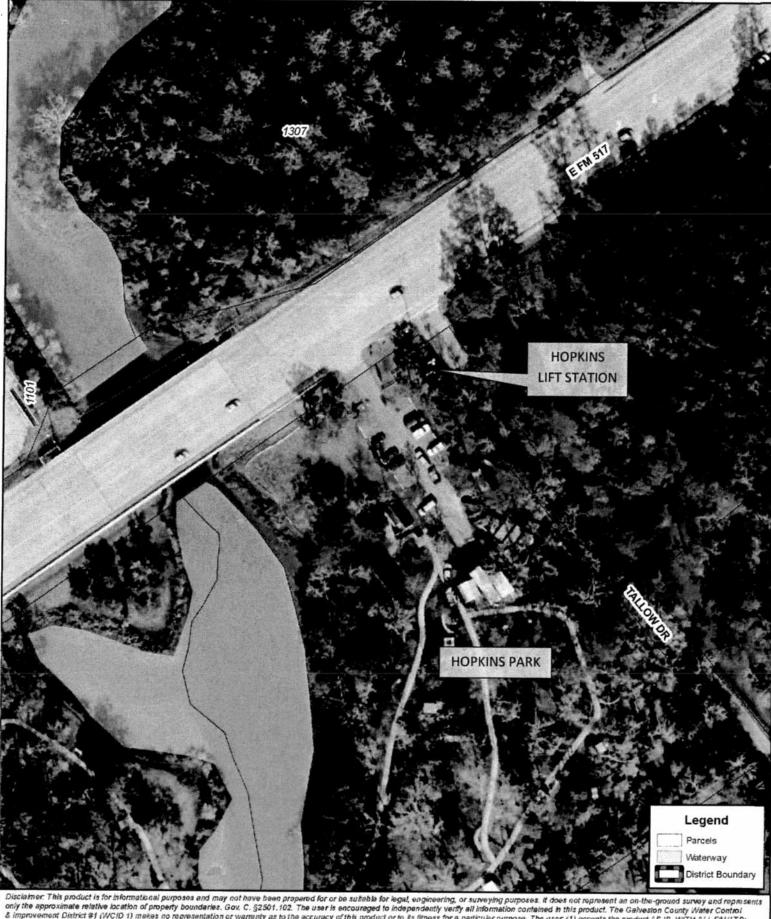
Dated: March 14, 2013

Douglas W. Furne

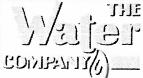
Registered Professional Land Surveyor

Texas Registration Number 3988





Disclaimer. This product is for informational purposes and may not have been propered for or be suitable for legal, engineering, or surveying purposes. If does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Gov. C. §2501.102. The user is encouraged to independently verify all information contained in this product. The Galveston County Water Control & improvement District #1 (WCID 1) makes no representation or warranty as to the accuracy of this product or to its fitness for a particular purpose. The user (1) accepts the product AS IS, WITH ALL FAULTS; (2) assumes all responsibility for the use thereof, and (3) releases the Galveston County Water Control & improvement District #1 (WCID 1) from any damage, loss, or liability arising from such use.



Galveston County WCID 1 P.O. Box 307

2750 FM 517 East Dickinson, Texas 77539 (281) 337-1576 Fax (281) 534-4672 www.wcid1.com

Galveston County W.C. & I.D. #1



The State of Texas	8
	8
County of Galveston	8

Interlocal Governmental Agreement

This Interlocal Agreement ("Agreement") is entered into pursuant to Texas Government Code § 791.001 et seq., commonly known as the Interlocal Cooperation Act. It is by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Commissioners' Court, as owner of what is commonly called Paul Hopkins Community Park ("Park") and the Galveston County Water Control and Improvement District No.1, a body public and corporate and governmental agency of the State of Texas, organized under the provisions of Article XVI, Section 59 of the Texas Constitution. Its purpose is to enable WCID#1 to install a permanent diesel operated standby pump to provide a reliable back-up power supply to an existing lift station owned by WCID#1 in the event of a natural or man-made event that causes loss of power. This lift station is located within the Park.

Preamble

Whereas, the County owns what is commonly known as Paul Hopkins Community Park located in Dickinson, Galveston County, Texas; and

Whereas, Federal Land and Water Conservation funds were used to develop portions of the Park: and

Whereas, as a condition of obtaining these funds the County agreed (a) to operate the Park as a public park in perpetuity and (b) that in the event it had to use portions of the Park for other purposes, to acquire additional acreage satisfactory to Texas Parks and Wildlife of equal or greater size and value at either the same or another park in the vicinity and c) to otherwise comply with Chapter 26 of the Texas Parks and Wildlife Code; and

Whereas, by Interlocal Agreement dated November 30, 1988 by and between the County and WCID#1,WCID#1 was given the right to install both an underground sanitary sewer lift station and underground utilities to service the lift station in the Park. This Agreement may be found in the Official Microfilm Records of the Office of the County Clerk of Galveston County under File No. 8901558; and

Whereas, by a second Interlocal Agreement dated August 5, 1991 by and between the County and WCID#1, WCID#1 was given the right to install underground utility lines necessitated by the widening of FM 517. The second Interlocal Agreement which may be found in the Official Minutes of the Commissioners' Court under File Number 300-11-0245, refers to legal descriptions found in Exhibits "A" and "B" attached thereto. But, these Exhibits are missing. The legal description of Exhibit "A" is the Field Notes for

Parcel 127 and the legal description of Exhibit "B" is the Field Notes for Parcel 129 on the F.M. 517 project whose project limits were from I.H. 45 to F.M. 3436; and

Whereas, subsequent to entering into the Interlocal Agreements WCID#1 installed the sewer lift station and underground utilities. These improvements currently provide services to not only the Park but also to numerous other privately and publicly owned tracts of land; and

Whereas, the lift station was damaged by Hurricane Ike. This necessitated WCID#1 to utilize a temporary diesel operated pump to operate the lift station for several months while awaiting for replacement electrical equipment to arrive; and

Whereas, installation of a diesel standby pump should provide reliable backup to the lift station in the event of a natural or man-made disaster that causes power outage to the lift station in the future; and

Whereas, in order to upgrade its existing facilities WCID #1 finds it necessary to install the diesel standby pump on the following described tract of land located in a portion of the **Park** more particularly described by metes and bounds as follows; to wit;

See Attached Exhibit "A"

Whereas, the County, recognizing the benefits received by the installation of this pump has no objection to the use of this tract of land by WCID # 1; and

Whereas, WCID #1 agrees to abide by the terms and conditions herein contained.

Now, Therefore, for and in Consideration of the mutual covenants herein expressed, it is agreed as follows:

I. **Use of Ground Space**

For and in consideration of the benefits to be received by the **County** as well as the public by the construction of the following described improvements on the following described tract of land by **WCID** #1, and subject to the conditions, limitations, terms and agreements hereinafter set forth, the **County** has, until the time hereinafter stated, **Given and Granted**, and by these presents does **Give and Grant** unto **WCID** #1 the right to construct, operate, maintain, repair and replace a diesel operated standby pump on the following described tract of land (sometimes called "**Premises**") located in a portion of **Paul Hopkins Community Park** more particularly described by metes and bounds as follows; to wit;

See Attached Exhibit "A"

The rights being conveyed herein are subject to all existing rights of way or easements whether filed of record in the Office of the County Clerk or located on the ground. County agrees that, with the exception of easements or rights of way required by the State of Texas for the future widening of FM 517, to grant no future rights of ways or easements to any third party that will unreasonably interfere with any rights granted WCID #1 herein. But, should the State of Texas require additional rights of way or easements for the future widening or expansion of FM 517 and such future requirements of the State of Texas require the relocation of WCID#1's improvements, WCID#1 agrees to relocate its existing or future sewer plant, its existing or future utility lines and its soon to be constructed or future replacement diesel operated standby pump at its own cost and expense.

II. Term

Subject to earlier termination or cancellation as hereinafter provided, the rights and privileges herein being given to WCID#1 shall be for so long as such public improvements are maintained by WCID #1 upon said Premises. In the event WCID #1 ceases to maintain or removes such public improvements from the Premises, then and thereupon this Agreement shall be null and void and the rights and privileges being herein given shall automatically terminate.

III. Use of Tract

No other use of the **Premises** shall be permitted, other than the rights herein specifically granted, unless prior consent to such use is obtained in writing from the **County.**

WCID #1 agrees that any construction, operation, maintenance and replacement costs and use and maintenance of the **Premises** shall be conducted and performed without cost or expense to the **County**.

WCID #1 further agrees that it will make no use of the **Premises** that will in any way damage the remainder of the **Park** or that will interfere with the operation of the **Park** by the **County** or by any other governmental entity that may operate the **Park** in the future.

IV. Improvements to be Constructed

WCID #1 agrees that the tract of land shall be developed and used solely for the construction, maintenance, operation, repair and replacement of the diesel operated standby pump. WCID#1 understands and acknowledges that its improvements will be constructed within the Park and that the Park is a heavily utilized County public recreational park. WCID #1 therefore agrees that all improvements will be constructed in

such a way that at all times its operation will be as noiseless, vibration free and odorless as is technologically possible. WCID #1 further agrees (a) that all construction and future operation, maintenance, repairs and replacements will be performed in such a manner as to insure minimal environmental impact to both the Premises being used by WCID#1 and the rest of the Park; that no trees will be removed and that any damages to the Premises and the Park were in prior to the occurrence of such damages to the satisfaction of the County's Director of Parks and Senior Services; (b) to keep above ground improvements to a minimum; and (c) to install, construct, maintain, repair and replace to the satisfaction of the County's Director of Parks and Senior Services both a solid fence and landscaping around the Premises so as to both prevent the public from entering the Premises and to obstruct the public's view of all above ground improvements.

V. Cost of Replacement Tract and Other Expenses

In the event the **County** is required to acquire additional park land satisfactory to **Texas Parks and Wildlife** of equal or greater size and value at either the same or another park in the vicinity, **WCID#1** agrees to reimburse the **County** for all advertising and appraisal expenses and other costs and expenses incurred by the **County** in fulfilling this requirement.

VI. No Warranty

WCID#1 further understands and acknowledges that the County does not warrant the suitability of the **Premises** as a site suitable for WCID#1's improvements or for any other purpose.

VII. <u>Duty/Liability</u>

WCID#1 acknowledges that any duty owed to any third party as a result of occupying or as result of any operation, work, act or omission performed on the **Premises** by WCID#1 shall be solely the responsibility of WCID#1.

In addition, the parties agree that:

a) the **County** shall not be responsible for damages to the property of **WCID#1** nor for the damages to the property or injuries to officers, agents, servants, or employees, of **WCID #1** or others who may be on said **Premises** at **WCID#1's** invitation arising from or incident to the activities of **WCID #1**, unless said damages are caused by a wrongful act or omission of the **County** and such wrongful act or omission would otherwise render the **County** liable under the Texas Tort Claims Act; and

- b) the County shall not be responsible for injuries to persons using, occupying or entering said **Premises**, lawfully or unlawfully, nor for damages to their property nor for injuries to persons or damages to their property that may arise from or be incident to the construction, maintenance, and use of said **Premises**. Rather, as between the **County**, and **WCID** #1, **WCID** #1 shall be responsible; and
- c) nothing herein shall be construed as creating a partnership or joint venture between the **County**, and **WCID** #1, it being distinctly understood and agreed that the **County**'s only involvement in this **Agreement** is to make the **Premises** available to **WCID** #1 for the installation of its improvements as set forth herein.

VIII. <u>Violations</u>

WCID #1 covenants and agrees it will not engage in any operation upon the **Premises** that is in violation of any existing and applicable state, federal or municipal law or ordinance.

IX. **Non Assignment**

It is hereby further covenanted and agreed by and between the parties that **WCID** #1 is prohibited from, and hereby agrees not to lease, sublease, underlet or assign this **Agreement** or any part thereof or any improvements constructed by it, except on the prior written consent of the **County**.

X. Breach of Agreement

If WCID #1 shall fail to construct its permitted improvements within a period of five (5) years from the date of this Agreement, the County shall have the option to terminate this Agreement by delivery of a written notice of termination to WCID #1. Further, if WCID #1 shall at any time be in default with respect to any of its obligations under this Agreement, and shall fail to cure or remedy any such default to the County's satisfaction within a period of thirty (30) days (or such extension of time as the County agrees to in writing) from the receipt of the County's written notice of such default, then the County may either (a) terminate this Agreement forthwith by the delivery of a written notice of such termination to WCID #1 or (b) remedy or cure such default. If option (b) is chosen WCID #1 agrees to pay the County in accordance with the terms and provisions of the Texas Prompt Payment Act the expenses incurred by the County plus an administrative charge of 10% to so remedy or cure the default. In the event WCID #1 fails to make such payment the County may terminate this Agreement forthwith by the delivery of a written notice of such termination to WCID #1. Termination of this Agreement for any reason, shall not relieve WCID #1 of its obligation to remove all improvements as hereinafter set forth or its obligation to pay the County any indebtedness

owed by WCID #1 by virtue of this Article X or of any other obligation incurred by WCID #1 by execution of this Agreement.

XI. Removal of Improvements

Upon expiration or termination of this **Agreement WCID #1** agrees to remove all improvements and to restore the **Premises** to the condition the **Premises** were in prior to construction of such improvements.

XII. Non Waiver

No assent, express or implied by the **County** to any breach of any of **WCID** #1's covenants, agreements, conditions or terms hereof shall be deemed or taken to be a waiver of compliance or estoppels against the **County** or a waiver of any succeeding breach of any covenant, agreement, condition or term hereof.

XIII. Notices

Notice provided herein shall be sent by Certified Mail, Return Receipt Requested, Postage Prepaid, to the following addresses:

County Judge County of Galveston 722 Moody, Suite 200 Galveston, Texas 77550 Director
Galveston County Parks and Senior
Services
4201 Main Street
La Marque, Texas 77568

General Manager Galveston County Water Control and Improvement District No.1 P.O. Box 307 Dickinson, Texas 77539

XIV. Biding Effect

All the covenants, conditions and provisions in this **Agreement** shall extend to and bind both successor **Commissioners' Courts** of the **County** and successor **WCID** #1 **Boards**.

XV. Severability

This Agreement shall be construed under the laws of the State of Texas. Any covenant, condition or provision herein contained that is held to the invalid by any Court of competent jurisdiction shall be deleted from this **Agreement**, but such deletion shall in no way effect any other covenant, condition or provision herein contained.

Executed in Duplicate Originals on the dates below stated and effective as of the date last executed.

County of Galveston

Attest: Dwight D. Sullivan County Clerk	By:
Attended Saffey William J. Gaffey, Secre j ay	Galveston County Water Control and Improvement District No. 1 By: Summon Sharber Shamarion M. Barber, President Date of Execution by WCID #1 06/17/13

Depts/Parks/Paul Hopkins Interlocal WCID No.1

EXHIBIT "A"

14' X 14' LIFT STATION EASEMENT

METES AND BOUNDS DESCRIPTION OF 196 SQUARE FEET OF LAND IN THE PERRY AND AUSTIN SURVEY, A-9 GALVESTON COUNTY, TEXAS

All that certain 196 square feet (0.0045 acre) of land, being a portion of the tract described in the deed from Joseph F. Molloy to The County of Galveston, recorded under Doc. No. 8227987, in the Deed Records of Galveston County, Texas, in the Perry and Austin Survey, A-9, Galveston County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas Coordinate System of 1983, South Central Zone)

COMMENCING at a 1 Inch iron pipe found for the north corner of EMPRISE ESTATES SUBDIVISION, according to the plat thereof, recorded under Plat No. 2003A/3, in the Map Records of Galveston County, Texas, in the southeast right-of-way line of F.M. 517 (R.O.W. Varies);

THENCE South 53° 18' 56" West – 138.78 feet, with the southeast right-of-way line of said F.M. 517, to the intersection of the southeast right-of-way line of said F.M. 517 and the southwest right-of-way line of said Tallow Drive (Private)(R.O.W. Varies), in the northeast line of said The County of Galveston tract;

THENCE South 36° 35' 04" East — 48.00 feet, with the southwest right-of-way line of said Tallow Drive, common to the northeast line of said The County of Galveston tract, to the west corner of the 400 square foot Utility Easement described as Parcel "B-3" in the deed recorded under Doc. No. 8901558, in the Deed Records of Galveston County, Texas;

THENCE South 53° 24' 56" West – 3.00 feet, with the southeast line of said Parcel "B-3", to the north corner and **POINT OF BEGINNING** of the herein described easement;

THENCE South 36° 35' 04" East — 14.00 feet to the east corner of the herein described easement;

THENCE South 53° 24' 56" West — 14.00 feet to the south corner of the herein described easement;

THENCE North 36° 35′ 04″ West — 14.00 feet to the west corner of the herein described easement, in the southeast line of said Parcel "B-3";

THENCE North 53° 24' 56" East – 14.00 feet, with the southeast line of said Parcel "B-3", to the **POINT OF BEGINNING** of the herein described easement and containing 196 square feet (0.0045 acre) of land.

Prepared by:

IDS Engineering Group

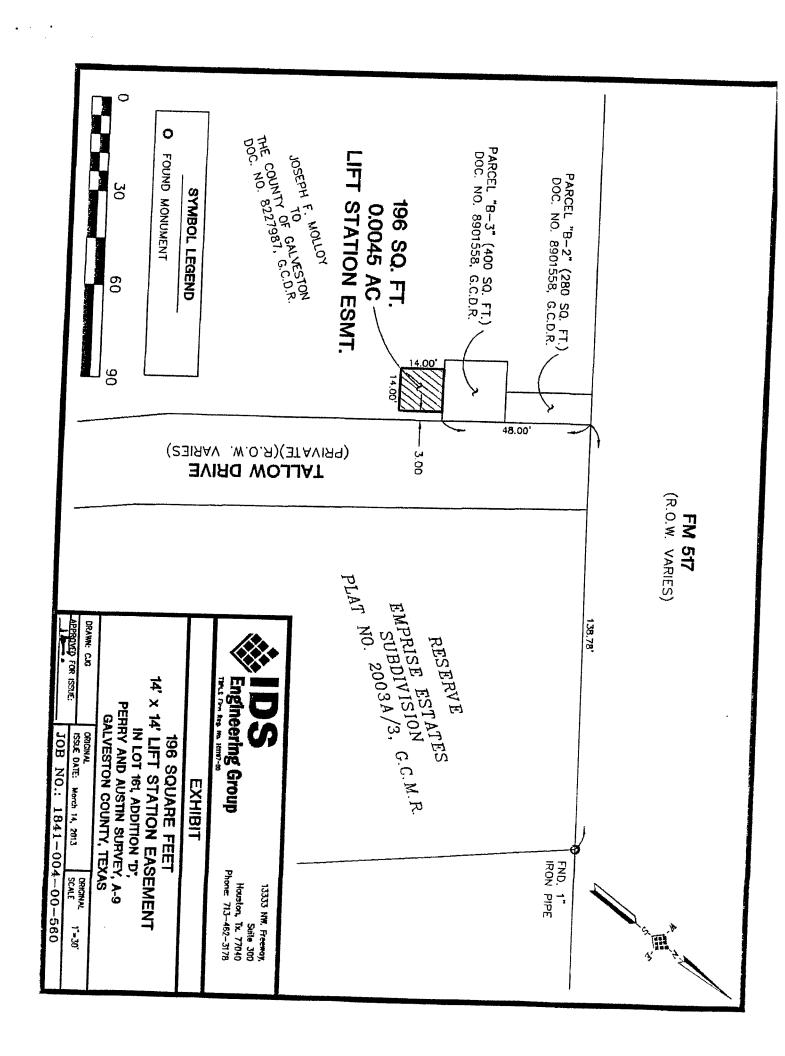
Job No. 1841-004-00-560

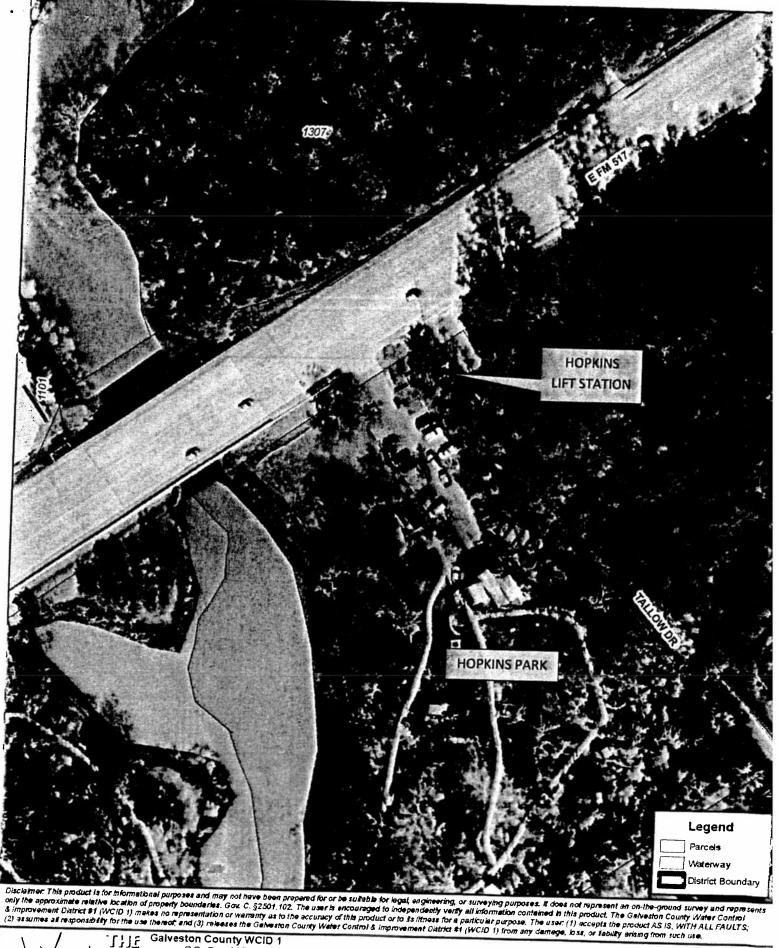
Dated: March 14, 2013

Douglas W. Turne

Registered Professional Land Surveyor

Texas Registration Number 3988





Galveston County WCID 1 P.O. Box 307 Galveston County 2750 FM 517 East Dickinson, Texas 77539 GOMENTAL (281) 337-1576

W.C. & I.D. #1



AGENDA ITEM #21.b.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

		To Be	Completed	l By Depar	tment		
1. Date of Request: 6	124/13	2. Contract Type:	Expense	Revenue	Other		al Contract:
4. Department Name:	Lecal			5. Department Con	tact:		
6. Description:	RP SERV	ues Jæ	FALGAR	& Blog	Bolivak	9	
7. IFAS PEID No:		8. IFAS Req No:		9. Orgkey:		10. Object Code:	
l 1. Vendor:				12. Vendor Contrac	No:		
3. Requested Legal Revie (es / 69 (Explain if No)	" Reno	ewal					
	,	Expendi	ture Budget / F	Revenue Projec	tions		
14. Fund Name	15. Fund #	l6. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
NG Reve	re-A	povides S	ervices				
Totals:		-	£*	8	s	3	
	To	Be Comple	ted By Pu	chasing D	epartment		301
ntract Start Date:		Auto Renewa	Contracts	lid No:	Salin		
truct End Date:	Janes Janes	Contract # Issued By	Purchasing:		JF L , WAS	1.33.1	

Approved By:	Signature	Date
Department Head:	Many Bozomen	6/24/3
Purchasing Agent:	ne Light	Le 24-2013
County Legal:	livery Bergman	6/24/13
Contract list	ed in Budget Documentation; Yes / No	

County Budget Office:

JUNE 20, 2013

County Judge Mark Henry

AARP Chapter 1591, Bolivar Peninsula, wants to renew the lease with Galveston County on the Joe Faggard Building

We are giving notice per lease agreement.

The renewal would start August 1, 2013

Nonna Sims

Donna Sims

GALVESTON COUNTY JUDGE

FINAL EXPRATION
7/31/15

President AARP, Chapter 1591

Bolivar Peninsula

This Lease is entered into between Galveston County and Bolivar Peninsula AARP

For and in consideration of the covenants, conditions, and provisions contained in this instrument County hereby leases to Lessee the Joe Faggard Building (with the exception of an office approximately 400 square feet that is being utilized by the Bolivar Chamber of Commerce) in size located at 1750 S.H. 87, Bolivar Peninsula, Galveston County, Texas 77650.

The term of this lease is for 12 months beginning effective on the 1st day of August, 2010 and ending on the 31st day of July, 2011.

Lessee has the option to renew this lease for 4 additional one year periods for the same consideration and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of their intention to do so to Lessor not later than 30 days before the expiration of the primary term of the Lease and not later than 30 days before the expiration of each additional renewal period.

Lessee agrees that its President is its only representative who is authorized to communicate with and to coordinate activities concerning the use of the leased premises with the County. County's Authorized Representative for all purposes of this lease is its Facilities Manager.

As consideration for the leased premises, Lessee will offer services to senior citizens living on Bolivar Peninsula such as hosting a luncheon or dinner every two weeks, offering crafts and other senior citizen activities and operating a lending library at no charge to the public.

County will furnish such utilities and parking to Lessee that it presently affords other occupants of the building. Lessee will also be permitted to install necessary computer equipment in the County's computer room. Lessee will be responsible for providing their own telephone service and such office supplies (including fax, copier and postage machine) and furnishings it deems desirable or necessary.

Lessee may, at its option, provide such insurance deemed necessary to adequately protect their office contents and personal property. Lessor is under no obligation to provide any insurance coverage on the building or its contents.

County reserves the right, should it desire, to use all or any portion of the leased premises for such time and such periods of time it deems necessary for such purposes as:

- a voting location site in upcoming elections;
- emergency management operations in time of natural or man-made periods of disaster;
- · events, meetings, training sessions; and
- · all other lawful County purposes.

County's right to occupy the leased premises as and when necessary is superior to

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS COUNTY OF GALVESTON

Chapter 1591.

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office. MARY ANN DAIGLE, COUNTY CLERK

GALVESTON COUNTY, TEXAS nandy (haman, Deputy Lessee's right to occupy the leased premises.

County will attempt to notify Lessee at least forty-eight (48) hours in advance of its intended use of the leased premises but failure of County to give such advance notification will not preclude County from occupying the leased premises for such periods of time as are deemed necessary by County.

Lessee agrees that it will make such space as is necessary for County to exercise the above rights and rent will not be abated during this period. Lessee also agrees that its activities will not interfere with County activities.

The leased premises will be used by Lessee primarily for AARP, senior citizen activities and voting purposes. The leased premises may not be used for political events, rallies or other bipartisan events.

County may immediately terminate this lease at any time for lessee's failure to comply with the covenants, conditions, and provisions of this lease. Also, either party may terminate this lease by providing the other party a written notice 30 days prior to the date of termination.

Executed this 4th day of Augus	t, 2010.
County of Galveston County	Bolivar Peninsula AARP Chapter 1591
Armes D. Yarbrengh County Judge depts\facilities\Bolivar Peninsula AARP Lease	Donna Sims, President Lessee

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

MARY ANN DAIGLE, COUNTY CLERK **GALVESTON COUNTY, TEXAS**

I hereby certify on August 4, 2010.

Brandy Chapma, Deputy

On this the 4th day of August, 2010, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

James D. Yarbrough, County Judge; Patrick F. Doyle, Commissioner, Precinct No. 1; Bryan M. Lamb, Commissioner, Precinct No. 2; Stephen Holmes, Commissioner, Precinct No. 3; Kenneth Clark, Commissioner, Precinct No. 4; and Mary Ann Daigle, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, by Resolution dated July 7, 2010, the Commissioners' Court appointed its Chief Right of Way Agent as Special Commissioner to advertise and receive bids for the executing a lease with an AARP Chapter for the use of the majority of the Joe Faggard Building located at 1750 S.H. 87 Bolivar Peninsula in Galveston County, Texas; and

Whereas, the report of said Special Commissioner has been this day received by the Commissioner's Court. It appears that all requirements for the executing of the lease have been met, and that Crystal Beach AARP Chapter 1591 tendered a proposal wherein they agreed serve the senior citizens living on Bolivar Peninsula by agreeing to, among other items, host a lunch or dinner every two weeks, operate senior citizen activities and a lending library at no charge to the public; and

Whereas, this proposal is the best received by the Special Commissioner.

Be it Therefore Resolved by the Commissioners' Court of Galveston County, Texas that the proposal for the use of the above described office is hereby awarded to Crystal Beach AARP Chapter 1591 and that the County Judge, be and he is hereby authorized to execute on behalf of the County of Galveston, Texas, the attached Lease Agreement.

Upon Motion Duly Made and Seconded, the above Resolution was passed this 4th day of August, 2010.

County of Galveston

CERTIFIED COPY CERTIFICATE

STATE OF TEXAS COUNTY OF GALVESTON

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Records of Commissioners' Court in my office.

MARY ANN DAIGLE, COUNTY CLERK GALVESTON COUNTY, TEXAS

I hereby certify on August 4, 2010.

AGENDA ITEM #22.a.

State of Texas	§
	§
County of Galveston	§

ORDER PROHIBITING OUTDOOR BURNING IN ALL UNINCORPORATED AREAS OF GALVESTON COUNTY, TEXAS (OUTDOOR BURN BAN)

On this, the 9th day of July, 2013 the Commissioners' Court of Galveston County, Texas convened in a **Regularly Scheduled Meeting** with the following members present:

Mark Henry, County Judge; Ryan Dennard, Commissioner, Precinct. No. 1; Kevin O'Brien, Commissioner, Precinct No. 2; Stephen D. Holmes, Commissioner, Precinct No. 3; Kenneth Clark, Commissioner, Precinct No. 4; and Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, pursuant to Section 352.081 of the Local Government Code, the Commissioners' Court by order may prohibit or restrict outdoor burning in all or part of the unincorporated area of Galveston County, Texas;

Whereas, in accordance with Section 352.081(c) of the Local Government Code, the Commissioners' Court is authorized to prohibit or restrict outdoor burning if the Texas Forest Service has determined that drought conditions exist in Galveston County or upon finding that circumstances present in all or part of the unincorporated area of Galveston County create a public safety hazard that would be exacerbated by outdoor burning;

Whereas, the Keetch-Byram Drought Index (KBDI) as of July 2, 2013 lists Galveston County at 557 and the KBDI is expected to increase and the Texas Forest Services has determined that drought conditions exist in Galveston County;

Whereas, as of July 2, 2013, Galveston County is over six (6) inches below normal in precipitation for the last two months and this below normal precipitation is expected to continue;

Whereas, there is an abundance of tall cured grass and other vegetation within the unincorporated areas of Galveston County;

Whereas, commercial and/or residential areas are adjacent to or in close proximity to areas with tall cured grass and vegetation;

Whereas, the Fuel Dryness map published by the Texas Forest Service and the Spatial Sciences Laboratory, Texas A&M AgriLIFE Research, shows Galveston County as critically dry as of July 2, 2013 and such conditions are expected to continue;

Whereas, there have been recent grass fires in the unincorporated areas of Galveston County;

Whereas, the San Leon Volunteer Fire Department, Bacliff Volunteer Fire Department, High Island Volunteer Fire Department, and Port Bolivar Volunteer Fire Department have requested the issuance of a burn ban due to the critically dry circumstances and abundance of cured vegetation, which has created a public safety hazard that is exacerbated by outdoor burning;

Whereas, the Commissioners' Court FINDS that circumstances are present in all unincorporated areas of Galveston County, Texas, that create a public safety hazard that would be exacerbated by outdoor burning; and

Whereas, in accordance with Section 352.081(e)(2) of the Local Government Code, this Order may be lifted prior to ninety (90) days if a determination is made by the Commissioners Court or by the County Judge, if the County Judge has been designated for that purpose, that the circumstances creating a public safety hazard that would be exacerbated by outdoor burning no longer exist.

Now, Therefore, it is hereby ORDERED, by the Commissioners' Court of Galveston County, Texas, that:

- 1.) In accordance with the authority of Section 352.081 of the Local Government Code, outdoor burning in all unincorporated areas of Galveston County is hereby **PROHIBITED**;
- 2.) This Order shall take effect immediately on and from its issuance and remain in effect continuously thereafter for a period of ninety (90) days after this date of adoption, which such date of adoption is July 9, 2013, unless a subsequent order lifting this Order is earlier issued;
- 3.) In accordance with Local Government Code Section 352.081(e)(2), the Commissioners Court hereby designates authority to the County Judge to make a determination on whether the circumstances creating a public safety hazard that would be exacerbated by outdoor burning no longer exist. As such, a subsequent order lifting this outdoor burn ban may be issued by the Commissioners Court or by the County Judge, who is designated herein for that purpose;
- 4.) In accordance with Section 352.081(f) of the Local Government Code, this Order shall not apply to outdoor burning activities: a.) related to public health and safety that are authorized by the Texas Natural Resource Conservation Commission or the Texas Commission on Environmental Quality, as applicable, for: firefighter training; public utility, natural gas pipeline, or mining operations; or planting or harvesting of agricultural crops; or b.) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code;

- 5.) In accordance with Section 352.081(h) of the Local Government Code and Section 12.23 of the Penal Code, a person commits an offense if the person knowingly or intentionally violates this Order; an offense under this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00; and
- 6.) The County Judge of Galveston County, Texas is authorized to execute this Order on behalf of the Commissioners' Court of Galveston County, Texas.

Be it FURTHER ORDERED, that the County Clerk is **ORDERED** to transmit forthwith a copy of this Order to the Sheriff, Constables, and Criminal District Attorney of Galveston County for enforcement purposes.

Upon Motion Duly Made and Seconded, the above Order is hereby ADOPTED, on this, the 9^{th} day of July, 2013.

Mark Henry,		
County Judge		
ATTEST:		
Dwight D. Sullivan,	·	
County Clerk		

COUNTY OF GALVESTON, TEXAS, By:

AGENDA ITEM #23.c.

GALVESTON COUNTY SEVERE REPETITIVE LOSS EXECUTED CONTRACTS STATUS AS OF 7/3/13

Parcel ID		SRL Property		Notice to Proceed		Estimated On-Site Elevation Time
	SKL Property Address	CITY	Contractor	issued	Status	Remaining
R114846	2221 72nd St	Galveston	Ducky Johnson	May 13, 2013	Installing footings	4 to 5 weeks
R121755	12920 Bermuda Beach Dr	Galveston	EHM	May 13, 2013	obtaining permits from City of Galveston(requires City permit review due to dune proximity)	not yet determined
R135485	906 Dickinson Ave	League City	Ducky Johnson	May 13, 2013	Foundation installed, completing landings, flat work, finish work.	2 weeks
R137062	319 Empress Ln	League City	EHM	April 5, 2013	On-Site Elevation Work Complete, Final Grant Documentation/Reconciliation Pending	Complete
R137162	1904 Acacia St	League City	ЕНМ	May 13, 2013	Elevated. Installing foundation. Homeowners returning to residence weekend of July 5th,	3 weeks
R137374	515 Saint Charles St	League City	T&M	April 5, 2013	Currently driving pilings for raised driveway due to elevation of attached garage. Repair yard work when drive way complete.	2 weeks
R147842	1537 John St	San Leon	T&M	awaiting bond	Contractor stated on 7/2/13 bonds may be issued on 7/3/13	100 days from NTP
R150339	533 6th St	San Leon	EHM	April 5, 2013	On-site Elevation Work Complete, Submtting Final Draw Request, Final Grant Documentation/Reconciliation Pending	Complete
R159319	202 Queen Rd	Clear Lake Shore Ducky Johnson	Ducky Johnson	June 12, 2013	Lift system installed, elevating structure	4 to 5 weeks
R162676	2991 Mary Ln	League City	T&M	awaiting bond	Contractor stated on 7/2/13 bonds may be issued on 7/3/13	100 days from NTP
R168732	1006 Clover Ridge Ave	Friendswood	T&M	awaiting bond	Contractor stated on 7/2/13 bonds may be issued on 7/3/13	100 days from NTP
R183365	4906 30th St E	Dickinson	EHM	May 13, 2013	Foundation installed, exterior finish work, concrete flat work.	2 weeks
R192830	12704 32nd St	Santa Fe	Ducky Johnson	May 13, 2013	Foundation installed, installing hand rails, finish work, landings, ADA ramp.	2 weeks
R201588	R201588 704 N Clear Creek Dr	Friendswood	Ducky Johnson	May 13, 2013	Installing footings	4 to 5 weeks
R202289	R202289 414 Falling Leaf Dr	Friendswood	T&M	April 5, 2013	Completing deck & landings, installing vents. Begin raised driveway due to elevation of attached garage week of July 8th.	3 weeks
R202297	508 Falling Leaf Dr	Friendswood	EHM	April 5, 2013	On-site Elevation Work Complete, Final Grant Documentation/Reconciliation Pending	Complete
R203323	1001 Cowards Creek Ct	Friendswood	EHM	April 5, 2013	Lifted and foundation installed. Completing exterior finish, concrete flat work and repairing July 15th yard.	July 15th
R203997	4202 Bruce St	Bacliff	Ducky Johnson	May 13, 2013	Installing lift system and preparing to lift	4 to 5 weeks
R312288	12701 32nd St	Santa Fe	Ducky Johnson	May 13, 2013	foundation installed, installing hand rails, finish work, landings	2 weeks
R372781	R372781 5012 Farmers Rd	Algoa	T&M	April 5, 2013	Just finished pouring raised driveway sidewalk. Iron railing starting Friday to complete in one week.	July 12th

AGENDA ITEM #23.f.

State of Texas	§
	§
County of Galveston	§

Memorandum of Understanding By and Between the
County of Galveston and the High Island Independent School District
Regarding Construction of an Emergency Shelter on High Island,
a CDBG-DRS Round 1 Project

I. Parties/Purpose

This Memorandum of Understanding (MOU) is entered into by and between the County of Galveston (County) and the High Island Independent School District (ISD), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

The purpose of this MOU is to memorialize the Parties' common understanding on the implementation of the Community Development Block Grant – Disaster Recovery Supplemental Round 1 Project, the construction of an emergency shelter on High Island, wherein the control, possession, and use of such shelter will be shared between the County and the ISD, to facilitate the donation of the parcel of land from ISD to the County.

II. Preamble

Whereas, Hurricane Ike struck Galveston County on September 12-13, 2008, inflicting catastrophic damage within Galveston County and resulting in a Presidential declaration of a major disaster, FEMA-1791-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C.A. §§ 5121-5207 (Stafford Act);

Whereas, in response to overwhelming disaster recovery needs, HUD made funds available to the State for disaster recovery through its CDBG-DRS Program in accordance with the Consolidated Security, Disaster Assistance and Continuing Appropriations Act, Public Law 110-329;

Whereas, CDBG-DRS eligible activities must be directly related to the major disaster through actual damage or a failure to function;

Whereas, ISD is a school district located wholly within Galveston County and is a political subdivision of the State of Texas;

Whereas, Galveston County is in need of an emergency shelter on High Island, which is located within the unincorporated areas of Galveston County, which shall provide sheltering services in the event of a disaster and which such shelter is necessary for disaster preparedness, response, mitigation, and recovery and is an eligible CDBG-DRS project;

Whereas, ISD has agreed to donate a parcel of land to Galveston County for the construction of an emergency shelter;

Whereas, the parcel of land to be so donated is located within the campus of the ISD;

Whereas, ISD has agreed to donate the parcel provided that such facility, during times of non-activation, may be used by ISD as a community center;

Whereas, the County is agreeable to constructing the emergency shelter and subsequently sharing use of the facility for use by ISD as a community center, which such use serves a public purpose;

Whereas, the construction of the emergency shelter is a CDBG-DRS Round 1 Project previously approved by the Commissioners' Court of Galveston County and the State of Texas;

Whereas, such CDBG-DRS Round 1 Project, the emergency shelter on High Island, shall not exceed \$3,148,951 of the County's grant;

Whereas, the Parties wish to enter into this MOU to memorialize their mutual understanding regarding the construction of the emergency shelter and its subsequent use by each to facilitate the donation of the parcel of land from the ISD to the County; and

Whereas, the Parties further understand that a subsequent Lease Agreement shall be entered into once construction is complete setting forth more detailed provisions regarding the shared use of the facility.

Now Therefore, it is mutually agreed by, between, and among the Parties, that:

III. Terms

- 1. **Acronyms/Definitions**. The following terms shall have the meanings set forth herein in this MOU. The use of parentheticals is also used to define terms within this MOU.
 - a. ADA means the Americans with Disabilities Act of 1990, as amended.

- b. CDBG-DRS means Community Development Block Grant Disaster Recovery Supplemental funds.
- c. Commissioners' Court means the Commissioners' Court of Galveston County, Texas.
- d. Declared Disaster means a state of local disaster that has been declared by the County Judge of Galveston County, Texas pursuant to Section 418.108 of the Texas Government Code; a state of disaster that has declared or proclaimed by the Governor of the State of Texas pursuant to Section 418.014 of the Texas Government Code wherein such declaration or proclamation includes Galveston County, Texas; or a declaration or proclamation of disaster or emergency by the President of the United States, including but not limited to declaration of a major disaster under the Stafford Act, wherein such declaration or proclamation includes Galveston County, Texas. The Parties hereto acknowledge that a disaster may be declared, inter alia, in advance of a meteorological event (i.e., hurricanes, tropical storms) or other event that presents imminent threat of widespread or severe damage, injury, or loss of life or property to the persons and property within Galveston County, Texas.
- e. FEMA means the Federal Emergency Management Agency, which is a part of the United States Department of Homeland Security.
- f. GLO means the General Land Office of the State of Texas.
- g. HUD means the United States Department of Housing and Urban Development.
- h. State means the State of Texas.

2. Property.

a. Emergency Shelter. The County shall construct a 9,500 square foot, fully functioning ADA compliant emergency shelter/community center. This facility shall be located in the ISD campus, which is within the community of High Island in the unincorporated areas of Galveston County, and shall be located at 2116 6th Street. The facility shall be a single-story structure. The County shall construct exterior improvements for the facility, including grading, paving, utilities and surface hardening. The County shall purchase and install one (1) one-hundred to one-hundred-fifty kilowatt (100-150 kW) permanently affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. The County shall construct a concrete pad for generator mounting and perform site work associated with construction. The facility shall be owned by the County. The facility shall be used by the County, in times of a Declared Disaster, as a

shelter of last resort and may also be used as a staging area for first-responders. Thus, the County's use of the facility shall be for disaster planning, response, mitigation, and/or recovery.

b. <u>Donation of Land and Use by ISD as a Community Center</u>. ISD shall donate that parcel of property located within its campus on High Island to the County provided that ISD shall be afforded possession, control, and use of the property for use as a multi-purpose community center. Use of the facility as a community center will include a variety of activities that may be conducted at the facility. For example, such use would allow ISD to hold community meetings, classes, or dances at the facility (the listing herein is illustrative only).

3. Fundamental Expectations in Shared Use.

a. <u>Lease</u>. The Parties mutually agree that they shall enter into a subsequent lease agreement detailing their respective rights and responsibilities as to the shared use. However, the Parties wish to recognize at this time their fundamental understanding on certain responsibilities related to use of the facility with the understanding that the lease agreement to be developed in the future shall include provisions addressing these matters. The Parties recognize that the lease agreement will contain provisions addressing additional matters, but agree that the lease agreement will be in substantive agreement with the fundamental understandings set forth in this Section III(3) of this MOU.

b. Prior Notice to ISD for Use by County.

1.) In times of a Declared Disaster. Before the County may enter and use the facility as an emergency shelter it shall provide notice to the ISD of the County's need to use the facility. The Parties mutually agree that the period of time leading up to a disaster is included for such use, as well as during the time of the disaster strike, and for a period of time after the disaster in performing rescue and/or recovery operations. Such notice may be provided on behalf of the County by the County's Emergency Management Coordinator, currently David Popoff, and such position is designated herein by the Commissioners' Court for that purpose. The ISD contact for receipt of such notice is D'Ann Cathriner-Vonderau, Ed.D., and such position is designated herein by the Board of Trustees of the ISD for that purpose. The County shall make a good faith effort to provide at least three (3) business days notice to ISD prior to the County's use of the facility. Notwithstanding the foregoing, the Parties agree that if an urgent situation exists, as determined by the County, then the ISD will be notified to immediately complete its activity/activities and vacate the facility for use by the County.

2.) <u>Training/Exercises for Disaster Preparedness</u>. In maintaining disaster preparedness, the County will conduct periodic training/exercises relating to disaster response and/or recovery. The Parties mutually agree that the County may use the facility for such training/exercises. The County agrees that it shall endeavor to coordinate these activities to minimize disruption to ISD's use of the facility. Notice for such use shall be provided in advance of the use and in any event no later than at least three (3) business days prior to the County's use of the facility. Notice for such use shall be provided through the positions designated in Subsection III(3)(b), which is immediately above.

c. Insurance.

- 1.) <u>Flood/Windstorm</u>. The County, at its own expense, shall be responsible for maintaining insurance on the facility protecting the dwelling against loss, damage, and destruction from flood, windstorm, fire and such other hazards as are covered by and protected against under policies of insurance commonly referred to as "flood insurance", "windstorm and hail", and "fire and extended coverage".
- 2.) <u>Liability and other insurance</u>. ISD, at its own expense, shall be responsible for maintaining general liability insurance in the minimum of one million dollars (\$1,000,000) combined single limit per coverage and three million per aggregate (\$3,000,000). ISD shall also be responsible for maintaining motor vehicle insurance on its vehicles and such other insurance as is required of school districts.
- 3.) <u>Cooperation in the event of a loss</u>. ISD and the County shall cooperate fully with each other to obtain the recovery of insurance proceeds in the event of a covered loss.
- d. Maintenance. ISD shall be responsible for the operation and maintenance costs of the facility, which is a leased premises, during the time it is in possession of the facility. ISD shall not commit waste upon, remove, or voluntarily destroy any improvements located within the leased premises unless to reconstruct or construct other County pre-approved improvements. ISD shall maintain in a tenantable condition the interior of the building in a good and safe condition. ISD shall not make any modifications to any portion of the leased premises without the prior written approval of the County. The County shall be responsible for maintaining the exterior of the building as well as the HVAC equipment, and the emergency generator. Notwithstanding the foregoing, the emergency generator shall include a wireless tank monitor, which shall facilitate the determination of fuel levels. The County is responsible for fuel for the generator during those times that the County is using the facility as an emergency shelter, and is responsible for the quarterly

inspections and any fuel usage associated with the quarterly inspections. ISD agrees to provide the earliest available notice to the County for any significant maintenance or repairs to the building.

- e. <u>Not for Profit</u>. In accordance with terms, conditions, and obligations as a sub-grantee in this CDBG-DRS Round 1 grant, the County agrees that it may not make a profit from leasing the facility for a period of three (3) years. Thus, in the subsequent lease to be developed, the Parties agree that no rental payments shall be due under the lease for a period of three (3) years on and from the effective date of the lease.
- 4. **Designated contact persons during construction**. During construction, the County's designated contact person is the Director of the Galveston County Facilities Department, Charles Kenworthy. The phone number for such Director is (409) 766-2385, and the email address for the Director is: charles.kenworthy@co.galveston.tx.us. During construction, ISD's designated contact person is D'Ann Cathriner-Vonderau, Superintendent, High Island Independent School District. The phone number for such Superintendent is (409) 286-5317 and the email address for the ISD designated contact person is dvonderau@esc5.net.
- 5. Formal Notice Requirements. Any notice required or permitted under this MOU shall be in writing and made by personal delivery, by U.S. Mail (certified, return receipt requested), or by facsimile transmission, addressed as described herein. If mailed, notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or mail receptacle, duly certified, return receipt requested, with proper postage affixed. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the ISD:

Attn: Benny Barrow,
President of the Board of Trustees,
High Island Independent School District
2113 6th Street
High Island, Texas 77623
Facsimile: (409) 286-5351

With a copy to:

MOU and performance of the covenants contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this MOU.

9. **Approval and Representation**. Each Party represents and warrants for itself that it has read this MOU and agrees with this MOU, and that the individual executing this MOU on its behalf has the full power and authority to do so, and that this MOU constitutes the legal, valid, and binding agreement of each Party hereto.

This MOU is hereby **EXECUTED** by the Parties hereto in *duplicate counterparts*, each of which shall be deemed to be an original.

Galveston County, Texas,	High Island Independent School District,
By:	By:
	Berm Barrow
Mark Henry, County Judge	Benny Barrow, President,
, , , , , , , , , , , , , , , , , , ,	Board of Trustees
	6-19-2013
Date Signed	Date Signed
Attest:	Attest:
	Bruffey Diebel
Dwight D. Sullivan,	Buffy Diebel, Secretary,
County Clerk of Galveston County, Texas	Board of Trustees

AGENDA ITEM #23.g.1.

	COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER		
Department:	Unlimited Tax Road Bonds, Series 2009A	Amendment N	lo. 13-052-0709-A
Date Submitted:	July 2, 2013		Budget Office)
scheduled Tuesday Commissioners Court m available Court meeting date. If information suggested that the department requesting th THIS	tirety and submit to the Budget Office at least ele eeting date each month. Emergency amendmer on this form is incomplete, the amendment will le e amendment be present on the date of its subm E PORTION MUST BE FILLED OUT	nts will be processed at t be returned to your offic	the earliest e for completion. It is
GENERAL EXPLANATION:			
Request to hudget revenue from League City w	hich will fund Change Order No.1 - Calder Road Pr	roject - Engineering evnen	ditures
This budget amendment does increase the b		ojoct - Engineering expen	alares.
Transfer FROM	Account Description	Amount	Auditor Use Only Acct Balance Sufficient?
Acct. No: Unlimited Tax Road Bonds, Serie		Annualized	(Y/N)
2009A 3312-000000-4304021	Line Item: Contributions from League City	53,730	
TOTAL - Transfer Amount		\$ 53,730	
Transfer TO	Account Description	Amount	Auditor Use Only Acct Balance Sufficient?
		Annualized	(Y/N)
Acct. No: Unlimited Tax Road Bonds, Serie	1		
3312-312111-5731608	Line Item: Calder Road Improvements	53,730	
TOTAL - Transfer Amount	Calder Fload Improvements	\$ 53,730	
ADDITIONAL COMMENTS:			
expenditures. This Change Order No.1 - Dan on July 9, 2013. The Auditor's Office has cer Beginning Bala Budget Amend	rom League City which will fund Change Order I nenbaum Engineering Corp. for the Calder Road tifled that this revenue was received on June 28, Description ance, 07/02/2013 ment - BA 13-052-0709-A and Encumbrances to date approval	Project will be submitte	
Departmental Authorization	Date	A 92	
N/A		Leni 1	Mend 7/3/12
Human Resources Department	Date	Budget Office Authorization	Gend 7/3/13
	AUDITOR'S REVIEW		
This budget amendment has been reviewed	for validity of accounts and sufficiency of accou	nt balances used for bud	iget transfer.
Reviewed by:		Date:	_
Auditor's Remarks:	COMMERCIONEDS COLIDE APPRO	DVAL	
	COMMISSIONERS COURT APPRO	/ Y ML	
Date Submitted:		Date Approved:	

Galv Cnty Production Budget to Actual Figures

Run: 07/02/2013

Ledger: GL

Fiscal Year: 2013 7 July

Budget: OB

Key 3312312111 Title

Non-County Roads

Director County Engineer

Object Description	Budget	Actual	Encumbrance	Balance
5731608 Calder Road Improvement Proj	2,909,427.99	214,817.19	404,405.80	2,290,205.00
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	2,909,427.99	214,817.19	404,405.80	2,290,205.00
Net Total (Revenue - Expense)	(2,909,427.99)	(214,817.19)	(404,405.80)	2,290,205.00

User ID: YEARN_D - Denise Yearnd Page: 1 Current Date: 07/02/2013

Report ID: GLIQBA - BA - Budget to Actual Figures Current Time: 11:23:08

AGENDA ITEM #23.g.2.

COUNTY OF GALVESTON

RE	QUEST FOR BUDGET AMENDMENT/TRAN	ISFER		
Department:	Parks Department - Senior Cit	tizens	Amendmer	nt No. 13-053-0709-B
Date Submitted:	July 1, 2013		(Assigned	by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entire scheduled Tuesday Commissioners Court mee available Court meeting date. If information or suggested that the department requesting the	iting date each month. Emergency and this form is incomplete, the amendm	nendments will l ent will be retur	oe processed at the ned to your office	e earliest for completion. It is
GENERAL EXPLANATION:				
Request to transfer budget from Senior Citizens - for the Wayne Johnson and Dickinson Community	/ Centers	rvices to Departm	nental Supplies Non	-Capitalized to purchase 300 Chairs
This budget amendment does not increase the	budget for FY 2013.		T T	Auditor Use Only
Transfer FROM	Account Description		Amount	Acct Balance Sufficient?
Acet No. Coneral Found	I In a Mana		Annualized	(Y/N)
Acct. No: General Fund 1101-451110-5310000 1101-451110-5481000 1101-451110-5310001 TOTAL - Transfer Amount	Line Item: Supplies and Materials Contract Service Departmental Supplies - Non-Capital	ized	5,625 9,280 2,500 \$ 17,405	
TOTAL - Transier Amount			4 17,400	
Transfer TO	Account Description		Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: General Fund	Line Item:			
1101-451110-5310001	Departmental Supplies - Non Capital	ized	17,405	
TOTAL - Transfer Amount			\$ 17,405	
Expenditures and Balance upon ap	O) chairs for the Wayne Johnson and Description ee, 07/02/2013 ent - BA 13-053-0709-B I Encumbrances to date proval		Senior Citizens - Contract Service \$17,900 -9,280	Senior Citizens Departmental
Departmental Authorization N/A	Date		Jena	4 Mars 1/3/13
Human Resources Department	Date	for	Budge Office Authoriza	Date /
	AUDITOR'S RE	VIEW		
This budget amendment has been reviewed for			nces used for budg	get transfer.
Reviewed by:			Date:	
Auditor's Remarks:	COMMISSIONERS COU	RT ADDROVAL		
	COMMISSIONERS COO	AFFRUYAL		
Date Submitted:			Date Approved:	

Galv Cnty Production Budget to Actual Figures

Run: 07/02/2013

Ledger: GL

Fiscal Year: 2013 7 July

Budget: OB

Key 1101451110 Title

Senior Citizens

Director

Parks executive director

Object Description	Budget	Actual	Encumbrance	Balance
5310000 Supplies and Materials	13,500.00	5,877.70	651.40	6,970.90
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	13,500.00	5,877.70	651.40	6,970.90
Net Total (Revenue - Expense)	(13,500.00)	(5,877.70)	(651.40)	6,970.90

User ID: YEARN_D - Denise Yearnd

Report ID: GLIQBA - BA - Budget to Actual Figures

Page: 1

Current Date: 07/02/2013

Current Time: 10:06:50

Galv Cnty Production

Budget to Actual Figures

Ledger: GL

Fiscal Year: 2013

7 July

Budget: OB

Run: 07/02/2013

Key 1101451110 Title

Senior Citizens

Director

Parks executive director

Object Description	Budget	Actual	Encumbrance	Balance
5481000 Contract Service	17,900.00	4,555.44	4,064.56	9,280.00
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	17,900.00	4,555.44	4,064.56	9,280.00
Net Total (Revenue - Expense)	(17,900.00)	(4,555.44)	(4,064.56)	9,280.00

User ID: YEARN_D - Denise Yearnd Page: 1 Current Date: 07/02/2013 Report ID: GLIQBA - BA - Budget to Actual Figures **Current Time:** 10:07:28

Galv Cnty Production **Budget to Actual Figures**

Run: 07/02/2013

Ledger: GL

Fiscal Year: 2013 7 July Budget: OB

Key 1101451110 Title

Senior Citizens

Director

Parks executive director

Object Description	Budget	Actual	Encumbrance	Balance
5310001 Depart Supplies-Non Cap FFE	21,730.00	18,652.11	58.16	3,019.73
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	21,730.00	18,652.11	58.16	3,019.73
Net Total (Revenue - Expense)	(21,730.00)	(18,652.11)	(58.16)	3,019.73

User ID: YEARN_D - Denise Yearnd Page: 1 Current Date: 07/02/2013 Report ID: GLIQBA - BA - Budget to Actual Figures Current Time: 10:07:56

AGENDA ITEM #23.g.3.

RE	COUNTY OF GALVESTON EQUEST FOR BUDGET AMENDMENT/TRAP	NSFER		
Department:	Parks Department		Amendmen	t No. 13-054-0709-C
Date Submitted:	July 1, 2013			by Budget Office)
	04.9 1, 2010		(//00/9/102 -	,, <u>Daugot Omeo</u> ,
COMMISSIONER'S COURT ACTION: Please complete the following form in its entire scheduled Tuesday Commissioners Court mee available Court meeting date. If information on suggested that the department requesting the ETHIS P	ting date each month. Emergency are this form is incomplete, the amendr	nendments will l nent will be retur	oe processed at the ned to your office f	e earliest or completion. It is
GENERAL EXPLANATION:				
Request to transfer budget from Budgeted Reserv	es to Capital Outlay - Vehicles to purch	ase a new ATV fo	r the Beach Sticker	Program.
This budget amendment does not increase the	budget for FY 2013.			
Transfer FROM	Account Description		Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct. No: Galveston County Beach and Parks 2601-920180-5930000	Line Item: Budgeted Reserves		10,000	
TOTAL - Transfer Amount			\$ 10,000	
			*,	
Transfer TO	Account Description		Amount	Auditor Use Only Acct Balance Sufficient?
			Annualized	(Y/N)
Acct. No: Galveston County Beach and Parks 2601-522042-5742000	Line item: Capital Outlay - Vehicle		10,000	
TOTAL - Transfer Amount			\$ 10,000	
ADDITIONAL COMMENTS:				
This is a budget request to transfer budget from for the Beach Sticker Program.		lay - Vehicle to fu Budgeted Reserves	und the purchase o Capital Outlay - Vehicle	f a new ATV
Beginning Baland	Description e. 05/30/2013	\$1,304,900	\$0	
	ent - BA 13-039-0607-A	-10,000	10,000	
•	Encumbrances to date	0	0	
Balance upon ap	proval	\$1,294,900	\$10,000	
Departmental Authorization	Date		A	11/1 / 1 2/0/10
N/A			Like "	J. Gund 7/3/13
Human Resources Department	Date	fu	Budget Office Authorizat	Son Date
This budget amendment has been reviewed for	AUDITOR'S RE		nces used for budg	et transfer.
Reviewed by:	•		Date:	
Auditor's Remarks:				
The state of the s	COMMISSIONERS COU	RT APPROVAL		
Date Submitted:			Date Approved:	

Galv Cnty Production Budget to Actual Figures

Run: 07/02/2013

Ledger: GL

Fiscal Year: 2013 7 July

Budget: OB

Key 2601920180 Title

Fund Balance Reserves

Director

Dir of Fin/Admin/Budget Office

Object Description	Budget	Actual	Encumbrance	Balance
5930000 Budgeted Reserves	1,304,900.00	0.00	0.00	1,304,900.00
Total Revenue	0.00	0.00	0.00	0.00
Total Expense	1,304,900.00	0.00	0.00	1,304,900.00
Net Total (Revenue - Expense)	(1,304,900.00)	0.00	0.00	1,304,900.00

 User ID:
 YEARN_D - Denise Yearnd
 Page: 1
 Current Date: 07/02/2013

 Report ID:
 GLIQBA - BA - Budget to Actual Figures
 Current Time: 11:22:26

AGENDA ITEM #23.g.4.

R		OF GALVESTON GET AMENDMENT/TRA	INSFER			
Department:		Justice Administration	····	Amendmen	t No. 13-055-0709-D	
Date Submitted:		July 2, 2013	•		y Budget Office)	
		, , , , , , , , , , , , , , , , , , , ,		, , , , , , , , , , , , , , , , , , , ,	,	·
GENERAL EXPLANATION: Request to transfer budget from General Fund - B	eting date each r n this form is inc amendment be p PORTION MUST	nonth. Emergency a omplete, the amendr present on the date of BE FILLED OUT	mendments will to ment will be return of its submittal to	pe processed at the ned to your office fo the Court for action	earliest or completion. It is n.	or the fiscal
year 2013. This budget amendment does not increase the	budget for FY 2	013.				<u>,</u>
Transfer FROM		Account Description		Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)	
Acct. No: General Fund	Line Item:					
1101-920180-5930000	Budgeted Rese	rves		14,610		
TOTAL - Transfer Amount		· · · · · · · · · · · · · · · · · · ·		\$ 14,610		
Transfer TO		Account Description		Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)	
Acct. No: General Fund	Line Item:			Amidanzod	(1/11)	
1101-121000-5100000	Salaries			12,103		
1101-121000-5152102	Medicare - FICA	N Payments		176		
1101-121000-5153000	Pension			1,270		
1101-121000-5154000	Alternate Plan		***	1,061		
TOTAL - Transfer Amount ADDITIONAL COMMENTS:	İ			\$ 14,610		
This is a request to transfer budget from Gene benefits for the new position - Judicial Compile the cost of this position; revenue received to d If approved, the balance for the General Fund-l Position Proposed:	ance Officer for the mont	the fiscal year 2013. hs of April and May 2	Galveston County		_	
Judicial Compliance Officer	21A	\$1,952	\$12,103	\$2,507	\$14,610	
New Position - FY2013		-	\$12,103	\$2,507	\$14,610	
Departmental Authorization	Date	_	(Senisi	y. Gorns	7/3/13
Human Resources Department	Date		Ja-	Budget Office Authorizati	of / Date	,
		AUDITOR'S RE	EVIEW		-	
This budget amendment has been reviewed for	r validity of acco			ces used for budge	et transfer.	
Reviewed by:				Date:		
Auditor's Remarks:						
	CO	MMISSIONERS COU	RT APPROVAL			
Date Submitted:				Date Approved:		

Galv Cnty Production Budget to Actual Figures

Director

Run: 07/02/2013

Ledger: GL

Fiscal Year: 2013

7 July

Budget: OB

Key 1101000010 Title

General Government

Object Description	Budget	Actual	Encumbrance	Balance
4412313 DWI Supervision Fee CCP17.441	0.00	1,600.00	0.00	(1,600.00)
Total Revenue	0.00	1,600.00	0.00	(1,600.00)
Total Expense	0.00	0.00	0.00	0.00
Net Total (Revenue - Expense)	0.00	1,600.00	0.00	(1,600.00)

User ID: YEARN_D - Denise Yearnd Page: 1

Report ID: GLIQBA - BA - Budget to Actual Figures

Current Date: 07/02/2013
Current Time: 14:25:38

AGENDA ITEM #23.g.5.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department: Date Submitted:	Justice Court Precinct #4			Amendment No. 13-056-00709-E		
Date Staninger.	July 3, 2013		(Assigned by Budget Office)			
COMMISSIONER'S COURT ACTION: Please complete the following form in its e scheduled Tuesday Commissioners Court available Court meeting date. If informatio suggested that the department requesting	meeting date each month. Emerge n on this form is incomplete, the ar	ncy amendments will b nendment will be return late of its submittal to t	e processed at the	e earliest for completion. It is		
GENERAL EXPLANATION:	IS FORTION MUST BE FILLED OUT					
Request for an intra-departmental transfer from This budget amendment does not increase	m Supplies and Materials to Travel are the budget for FY 2013.	nd Education and Auto M	leage to fund expe			
Transfer FROM	Account Description		Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)		
Acct. No: General Fund	Line Item:	Line Item:				
1101-123400-5310000	Supplies and Materials		563			
TOTAL - Transfer Amount			\$ 563			
Transfer TO	Account Descri	ption	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)		
Acct. No: General Fund	Line Item:					
1101-123400-5496100	Travel and Education		241			
1101-123400-5496301 FOTAL - Transfer Amount	Auto Mileage		322			
ADDITIONAL COMMENTS:			\$ 563			
This is a budget request for an intradepartmental transfer from Supplies and Ma expenditures in fiscal year 2013. These funds are to cover expenditures from Fe account. Description Beginning Balance, 07/2/2013 Budget Amendment - BA 13-056-0709-E Expenditures and Encumbrances to date Balance upon approval		Supplies and Materials Supplies and Materials \$1,900 -563 1,091	Travel and Education \$2,280 241 1,913	Auto Mileage \$300 322 322 \$300		
Departmental Authorization						
rope anomal Addictization	Date		D	/. / . / /		
N/A Iuman Resources Department	Date	1 B	udge Office Authorizati	1 Jan 7/3/13 Date		
		R'S REVIEW				
his budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer. Date:						
Auditor's Remarks:						
COMMISSIONERS COURT APPROVAL						
ate Submitted: Date Approved:						

AGENDA ITEM #24.a.



Texas City Office 600 Gulf Freeway Suite 226 Texas City, Texas 77591 409.948.4406 Main

whitleypenn.com

June 3, 2013

To the Honorable Mark Henry, County Judge And Members of the Commissioners Court Galveston County, Texas

We are pleased to confirm our understanding of the services we are to provide Galveston County, Texas ("the County") for the year ended September 30, 2013. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the County as of and for the year ended September 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of Galveston County's Management (the "management") regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balances Budget and Actual General Fund.
- 3) Notes to the Required Supplementary Information ("RSI").
- 4) Schedule of Funding Progress Retirement Plan for the Employees of Galveston County, Texas.
- 5) Schedule of Employer Contributions Retirement Plan for the Employees of Galveston County, Texas.
- 6) Schedule of Funding Progress Other Post-Employment Benefits Plan for the Employees of Galveston County, Texas.
- 7) Other RSI schedules as are required from time to time (e.g., Schedules of Revenues, Expenditures, and Changes in Fund Balances Budget and Actual for major Special Revenue Funds).

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of Federal and State awards.
- 2) Combined, Combining, and Individual Fund Statements and Schedules.



Dallas Fort Worth Houston

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section.
- 2) Statistical Section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and State of Texas Uniform Grant Management Standards Chapter IV, Texas State Single Audit Circular ("UGMS").

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; and UGMS and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and UGMS, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133 and UGMS. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal and state awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal and state awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal and state awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133 and UGMS, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during interim fieldwork.

You are responsible for preparation of the schedule of expenditures of federal and state awards in conformity with OMB Circular A-133 and UGMS. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that include our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with OMB Circular A-133 and UGMS; (2) that you believe the schedule of expenditures of federal and state awards, including its form and content, is fairly presented in accordance with OMB Circular A-133 and UGMS; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have

not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management as designated by you upon our request of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management as designated by you upon our request of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be

expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133 and UGMS, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and UGMS.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management as designated by you and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, OMB Circular A-133 and UGMS. Upon your request, we will also provide recommendations for improvements to internal controls in other areas noted during the course of our audit.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and UGMS requires that we also plan and perform the audit to obtain reasonable assurance about whether the County has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and UGMS for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and UGMS.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communications from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a state or federal agency providing direct or indirect funding, or the U.S. Government Accountability Office or the State Comptroller for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Whitley Penn, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Notwithstanding the foregoing paragraph, the Parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. WhitleyPenn agrees that it has clearly marked any information that it considers to be confidential, proprietary, and/or a trade secret. County agrees to provide notice to WhitleyPenn in the event the County receives a request for information under the Public Information Act for information that WhitleyPenn has marked as confidential, proprietary, and/or trade secret.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the funding agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 1, 2013 and to issue our reports no later than March 31, 2014. Tom Pedersen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our base fee, including expenses, will not exceed \$99,700. This fee was determined using the attached Cost Reduction Analysis schedule. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if, unless as otherwise permitted under the terms and provisions of the Texas Prompt Payment Act, your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon our written notification of termination, even if we have not

completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be

encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Otherwise we will not terminate our services prior to completion of our final report.

Should you desire, we are also willing to provide the same services as set forth herein on a year to year basis for an additional three (3) years commencing on approximately August 1,of each such year and issuing our reports no later than March 31, of the following year at the following rates:

Fiscal year 2014 \$102,200 Fiscal year 2015 \$104,800; and Fiscal year 2016 \$107, 900

We will contact you by no later than May 31st of each such future year to determine whether you wish for us to continue providing the services called for herein for such year.

We would like to make the following comments regarding fee estimates:

- Our base fee estimate includes testing three major federal programs and one major state program. Our fee for testing any additional major programs will not exceed \$5,800 for each major program required to be tested.
- The County's personnel are responsible for the preparation of the items in the "PBC listing" and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The "PBC listing" will be provided to you during the planning process of the engagement.
- Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may promulgated by the AICPA, Congress or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
- Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the expectations and obtain approval for any additional fees which may be incurred.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2012 peer review report and letter of comment accompanies this letter.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Whitley tenn LLP

Whitley Penn, LLP
RESPONSE: This letter correctly sets forth the understanding of Galveston County, Texas.
Ву:
Title:
Date:



SYSTEM REVIEW REPORT

June 28, 2012

To the Partners of Whitley Penn LLP, and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to non-SEC issuers in effect for the year ended April 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to non-SEC issuers in effect for the year ended April 30 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Whitley Penn LLP has received a peer review rating of pass.

Oben Thielen + Co., Ltd.

Olsen Thielen & Co., Ltd.

County of Galveston Cost Reduction Analysis June 3, 2013

	Fee Option	Fe	e Balance
Original Proposed fee including out-of-pocket expenses	\$ 115,000	\$	115,000
Less: Change base fee to include only three major federal programs and one major state			
program.	(5,800)	\$	109,200
Cost Reduction Strategies:			
Assistance from County Auditor's Office (Test of controls 24 hours)	(3,000)		106,200
Additional savings to be achieved by scheduling the audit so that the final trial balance and schedule of expenditures of federal and state awards are received by the end of the first week			
of fieldwork.	(2,250)		103,950
Additional reduction (4 percent)	(4,250)		99,700
Reduced Base Fee	;	\$	99,700
Additional fee for each major program required to be tested in excess of the four major			
programs included as part of the base fee	:	\$	5,800

Fiscal Year	В	ase Fee
September 30, 2013	\$	99,700
September 30, 2014	\$	102,200
September 30, 2015	\$	104,800
September 30, 2016	\$	107,900

AGENDA ITEM #24.b.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB PURCHASING AGENT **GWEN MCLAREN, CPPB**ASST. PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor Galveston, Texas 77550 (409) 770-5371

July 2, 2013

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

Re: Request to Utilize Authorized Purchasing Cooperative Vehicle for Sheriff's Office

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bid requirement(s) set forth in Texas Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, and that authorization be granted to the Purchasing Agent to utilize the an approved purchasing cooperative to procure the following:

• One (1) police vehicle for Sheriff's Office.

All contracts available to members of these cooperatives have been awarded by public competitive procurement processes compliant with state statutes and made available for use by participating local governments.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB

Purchasing Agent

County of Galveston

Attachment



HENRY TROCHESSET Sheriff

Galveston County

July 26, 2013

TO: Mr. Charles Langford – Fleet Manager

Mr. Rufus Crowder, CPPO, CPPB - Purchasing Agent

RE: Replacement of Total Loss Vehicle, Sheriff's Office

Gentlemen:

On March 27, 2013, one of our deputies operating a marked vehicle (Unit 3214, 2012 Chevrolet Caprice) was involved in a collision while involved in the apprehension of several burglary suspects. It is my understanding the damage sustained to the vehicle is of such an amount that the vehicle is considered a total loss.

Given the current state of our fleet, immediate replacement of this vehicle is a necessity. Therefore, please accept this as my request to initiate appropriate action to replace this vehicle as quickly as possible, with funding recommended to be taken from the Self-Insurance Fund. Additionally, I am requesting the purchase of a new Chevrolet Tahoe PPV (Police Patrol Vehicle) as a replacement, utilizing available purchasing cooperatives in order to expedite the process.

Your assistance is appreciated, and I ask that you contact Maj. Tuttoilmondo or me should you require additional information.

Henry Trochesset

Hunry Trochent

Sheriff

cc: Mr. Mel Trammell – Budget Office

AGENDA ITEM #25.a.

STATE OF TEXAS

COUNTY OF FORT BEND §

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY JAIL SERVICES <u>BETWEEN GALVESTON COUNTY AND FORT BEND COUNTY</u>

§

This agreement is entered into by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "Fort Bend," and Galveston County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "Galveston."

WITNESSETH

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorize a local government of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, Fort Bend and Galveston are local governments as defined in the Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;

WHEREAS, Galveston seeks to secure emergency housing during periods of public emergency in which evacuation of Galveston Island is recommended or mandated by the State, County or City of Galveston Offices of Emergency Management;

WHEREAS, Fort Bend can provide services and the facilities for detention of Galveston inmates that meet the requirement of the Texas Commission on Jail Standards and other applicable Texas State and federal law as applicable to prison facilities; and

WHEREAS, Fort Bend and Galveston specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party.

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE ONE

TERM AND TERMINATION

- 1.01 This Agreement shall commence upon execution by Fort Bend and shall be effective through December 31, 2013.
- 1.02 This Agreement may be renewed for annual, one year terms beginning January 1, 2014 upon mutual written agreement of the parties. In the event the parties seek to renew this

Agreement at the end of any term, the per diem rate for detention services shall be negotiated by the parties. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed in writing between the parties and subject to the approval of the governing body of each party.

- 1.03 Except as provided in Article 1.05, this Agreement may be terminated without cause prior to the expiration of the term herein at the option of either Fort Bend or Galveston upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement shall be effective upon the last day of the month in which the expiration of the thirty (30) day period occurs.
- 1.04 Fort Bend agrees to not exercise termination under Article 1.03 during the period beginning August 1 through November 1, unless Galveston has executed a contract for the emergency housing of its inmates with another county or entity. However, Fort Bend may immediately terminate the Agreement if it is determined that Galveston has breached any requirement of this Agreement.
- 1.05 This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by Fort Bend impracticable or impossible, such as severe damage or destruction of Fort Bend's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Galveston's inmates.

ARTICLE TWO

SERVICES PROVIDED BY FORT BEND

- 2.01 Fort Bend has no obligation to provide services until notified by Galveston that emergency detention services are needed in accordance with Article 3.02.
- 2.02 Fort Bend shall provide housing and food to Galveston inmates and Galveston Jail staff to the maximum capacity allowed by the Texas Commission on Jail Standards at the Fort Bend County Jail located at 1410 Ransom Rd. Richmond, TX. 77469.
- 2.03 Fort Bend shall make reasonable efforts to allow Galveston inmates to be housed in accordance with classification criteria utilized by Galveston.
- 2.04 Fort Bend County shall record the time of arrival and departure of each Galveston inmate and staff housed in Fort Bend pursuant to this agreement.

ARTICLE THREE

SERVICES PROVIDED BY GALVESTON

3.01 The decision to evacuate inmates from the Galveston Jail shall be made at the sole discretion of the Sheriff of Galveston. The Commissioners Court of Galveston delegates and authorizes the Sheriff of Galveston to expend funds for the purpose of utilizing the services to be provided by Fort Bend under this agreement.

- 3.02 The Galveston Sheriff shall provide notification that emergency detention services are needed to the Fort Bend Sheriff at least twelve hours before transporting inmates to the Fort Bend jail.
- 3.03 The Galveston Sheriff shall also notify the Director of Texas Commission on Jail Standards that inmates are being evacuated to the Fort Bend Jail.
- 3.04 Galveston jail staff shall accompany Galveston's inmates to the Fort Bend Jail—including clerical, personnel, food service staff, medical staff, nursing staff, correctional officers, and deputies.
- 3.05 All supplies, personnel and inmates to be housed in Fort Bend during such evacuation period shall be transported by Galveston Sheriff's Office; Fort Bend shall have no obligation whatsoever for the provision of such transportation.
- 3.06 Galveston is responsible for all supplies used by Galveston during the pendency of the evacuation, including: bedding, clothing, medical supplies, and any other goods necessary for the maintenance of the good health and well being of the inmates.
- 3.07 Galveston staff shall be solely responsible for the custody and guarding of its own inmates within the facilities of the Fort Bend jail; Fort Bend will maintain its own personnel to operate controls and communication within the jail at all times and shall assist Galveston staff as needed to familiarize them with the methods of operation and protocol of the Fort Bend jail.
- 3.08 Galveston shall cooperate with Fort Bend to create a meal schedule to ensure all inmates are fed on a regular schedule.
- 3.09 Galveston medical staff shall provide routine medical services required by Galveston inmates within the Fort Bend jail utilizing supplies and equipment provided by Galveston. Galveston may utilize the Fort Bend medical services vendor provided that Galveston gives Fort Bend advance, written documentation that the vendor agrees to bill Galveston directly for the cost of services.
- 3.10 In the event that a Galveston inmate must be segregated and placed on suicide watch, the inmate will be placed in the medical unit utilized by Fort Bend for such watches, and a Galveston staff member shall maintain the watch over such inmate.

ARTICLE IV FINANCIAL PROVISIONS

- 4.01 Both Fort Bend and Galveston acknowledge and agree that Fort Bend shall recover any and all costs imposed on Fort Bend as a result of this Agreement and that cost recovery is a material inducement for Fort Bend agreeing to provide services pursuant to this Agreement.
- 4.02 Galveston shall pay Fort Bend as indicated:
 - A. The per diem rate for detention services under this agreement is \$20.00 (Twenty Dollars and 00/100). This rate covers one inmate per day. A portion of any day shall count as a day under this agreement.
 - B. The per diem rate to house and feed Galveston staff under this agreement is \$5.00 (Five Dollars and 00/100). This rate covers one staff member per day. A portion of any day shall count as a day under this agreement.
 - C. In the event that Fort Bend incurs any additional cost as a result of services provided to Galveston but not addressed herein, Fort Bend shall invoice Galveston for the cost

which shall include sufficient detail to distinguish the additional cost from the specified per diem rates.

- 4.03 Upon departure of the last Galveston inmate from the Fort Bend jail and without reasonable delay, Fort Bend shall invoice Galveston for services provided and cost incurred. Such invoice shall include a list of each of the inmates and staff housed, as well as the number of calendar days per inmate and staff.
- 4.04 Invoices shall be submitted to the officer designated to receive the same on behalf of Galveston. Galveston shall make payment to Fort Bend within thirty (30) calendar days after receipt of the invoice. Payment shall be in the name of Fort Bend County, Texas and shall be remitted to:

Fort Bend County Treasurer 301 Jackson, Suite 514 Richmond, Texas 77469

4.05 Amounts not timely paid in accordance with the above procedure may bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which shall be a contractual obligation of Galveston under this Agreement. Galveston further agrees that Fort Bend shall be entitled to recover its reasonable and necessary attorneys fees and costs incurred in collection of amounts due under this Agreement.

ARTICLE V MISCELLANEOUS

- 5.01 TO THE EXTENT ALLOWED BY LAW, GALVESTON AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND FORT BEND, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) COSTS, FOR PERSONAL INJURY DEATH OR **PROPERTY** DESTRUCTION OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF GALVESTON'S RESPONSIBILITIES UNDER THIS AGREEMENT. WHERE SUCH PERSONAL INJURY, DEATH PROPERTY DAMAGE. **DESTRUCTION** OR LOSS IS **CAUSED** GALVESTON'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY DEATH. OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT <u>NEGLIGENCE OF GALVESTON AND ANY OTHER PERSON, OR ENTITY OR</u> THE JOINT INTENTIONAL ACT OR OMISSION OF GALVESTON OTHER PERSON OR ENTITY.
- 5.02 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

- 5.03 DESIGNATION OF AGENT: Each county designates their respective sheriff as their agent for the receipt of all notices and communications required under this agreement.
- 5.04 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following addresses:

To Fort Bend: Fort Bend County

Robert Hebert, County Judge 301 Jackson, Suite 719 Richmond, Texas 77469

Copy to: Troy Nehls, Fort Bend County Sheriff

1410 Williams Way Blvd Richmond, Texas 77469

To Galveston: Galveston County

Mark Henry, County Judge 722 Moody, 2nd Floor Galveston, Texas 77550

Copy to: Henry Trochesset, Galveston County Sheriff

601 54th Street

Galveston, Texas 77551

5.05 This agreement is executed by each County acting through its Commissioners Court, with the Sheriff of each County joining as a signatory to show his assent to the agreement. Multiple signature pages are utilized in this agreement.

[Remainder left blank]

[execution page follows]

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

GALVESTON COUNTY	
	Approved: Hunny Lochent
Mark Henry, County Judge	Henry Trochesset,, Sheriff
Date:	Date: 6/28)13
ATTEST:	
Dwight Sullivan, County Clerk	
FORT BEND COUNTY	
	Approved:
Robert E. Hebert, County Judge	Troy Nehls, Sheriff
Date:	Date:
ATTEST:	
Dianne Wilson, County Clerk	

AGENDA ITEM #25.b.

Mutual Aid Law Enforcement Agreement Between the Board of Trustees of the Galveston Wharves and the County of Galveston

1. Parties

This Interlocal Cooperation Agreement is between the Board of Trustees of the Galveston Wharves ("Port"), whose jurisdiction is wholly or partially within Galveston County and the County of Galveston. It is being executed pursuant to Chapter 791 of the Government Code, commonly known as the Interlocal Cooperation Contract Act and Chapter 362 of the Local Government Code commonly known as the Mutual Aid Law Enforcement Services Act. The Port and the County shall, hereafter, sometimes be collectively referred to as "Participating Agencies".

2. Purpose

The purpose of this Agreement is to:

- (a) Enable the Port to contact the County's Sheriff's Office to request the establishment of a joint task force. The request will define the scope of the task force and the time when the Port desires to jointly perform investigations, interviews of and execute warrants within and outside of the Port's jurisdictional boundaries but within the jurisdictional boundaries of the County for criminal offenses having allegedly occurred within the jurisdiction of the Port's jurisdiction.
- (b) Cooperate and share information with County law enforcement officers during such times the task force performs the activities described in (a) above and at such other times, upon request.
- (c) Allow law enforcement officers employed by any of the Participating Agencies, upon observing a criminal offense being conducted within the officer's presence or view or while acting in furtherance of the execution of a properly issued warrant of arrest, to make an arrest outside the territory in which the officer is employed but within the areas covered by this Agreement.
- (d) Notify each other of the arrest without delay and the notifying agency shall make available the notice of the arrest in the same manner as if the arrest were made by a member of the notified agency.
- (e) Provide available law enforcement officers to cooperate in task force criminal investigations and other law enforcement duties set forth in this Agreement and during times of natural or man-made disasters or other Emergency Situations in accordance with §362.002 of the Texas Local Government Code.

3. Definitions

- (a) "Emergency Situation" shall mean either:
 - an actual or potential condition within the Port's jurisdiction when the Chief or his designee is of the opinion that a condition poses or would appear to pose an immediate threat to life or property and additional law enforcement officers are desired to address the situation. It also means upon notification and request for such emergency assistance by the Port's dispatcher; or
 - 2) condition within unincorporated areas when, in the Sheriff or his designee is of the opinion that a condition poses or would appear to pose an immediate threat to life Of property and additional law enforcement officers are desired to address the situation.. It also means upon notification and request for such emergency assistance by the County's dispatcher.
- (b) "Requesting Agency" shall mean the law enforcement agency making the request for law enforcement assistance tram another Participating Agency.
- (c) "Providing Agency" shall mean the law enforcement agency who agrees to render law enforcement assistance to the Requesting Agency.
- (d) "Investigate" shall mean to carry out an official inquiry or detailed examination in order to glean information relating to an ongoing criminal investigation.
- (e) "Interview" shall mean a meeting designed for asking questions or recording of an interview.
- (f) "Warrant" shall mean a written document authorizing law enforcement specific rights or powers to search or arrest an individual.
- (g) "Criminal Investigation" shall mean the investigation of criminal acts committed against the Texas Penal Code, Code of Criminal Procedures, the Health and Safety Code or other applicable state or federal law.
- (h) "Law Enforcement Officer" means a police officer including the Port's Chief of Police and his deputies, the Sheriff, and his deputy sheriffs, who have been and currently maintains their commission as a peace officer under the laws of the State of Texas.

(i) "Task force" means a group of law enforcement officers from the Participating Agencies assembled by any means for lawful purposes with a focus of achieving some law enforcement related goal.

4. Terms and Conditions

- a) During an ongoing criminal investigation, after notification as set forth in d) below, law enforcement officers of the investigating Participating agency are permitted to enter the jurisdiction of other Participating Agency for joint follow-up investigations and interviews, and the execution of warrants as necessary. In such instances, the law enforcement officer entering the jurisdiction of the other Participating Agency will notify in advance both the dispatch of his/her law enforcement agency and the other Participating Agency of his/her desired activities.
- b) In the event of an arrest, the arresting law enforcement officer will notify the law enforcement agency of the area where the arrest is made of the arrest as soon as is reasonably practicable under the circumstances.
- c) In the event of an Emergency Situation upon request for assistance made by a Requesting Agency, the Providing Agency will furnish such law enforcement officers, vehicles and equipment as are readily available provided such action would not unreasonably diminish the Providing Agency's capacity to provide its own services within its jurisdiction.
- d) The Port's Chief of Police, or his designee, will implement each request for task force activities on behalf of the Port to the County directly to the Sheriff or his designee. In the event of an Emergency Situation notification and request for assistance by the Port's dispatcher to the County's dispatcher will be sufficient to constitute a request.
- e) The County Sheriff or his designee will implement each request on behalf of the County to the Port. Each request will be made directly to the Port's Chief of Police or his/her designee. In addition to the above method of requesting assistance, in the event of an Emergency Situation notification and request for assistance by the County's dispatcher to the Port's dispatcher will be sufficient to constitute a request. But, nothing in this subparagraph e) will be construed to abrogate, diminish or otherwise interfere with any jurisdiction or authority currently belonging to the Sheriff by law.
- f) In order to invoke assistance hereunder the Requesting Agency shall notify the Providing Agency by telephone or in writing (fax or e-mail shall suffice as a "writing") when feasible. The Providing Agency may request such additional information deemed necessary to confirm the type and amount of assistance needed or necessary.

5. Command of Requesting Agency during Emergency Situation

Once a response has been approved and implemented by the Providing Agency during an Emergency Situation each law enforcement officer furnished to the Requesting Agency shall:

- a) report to and is under the command of the Requesting Agency's Chief Executive Officer (Port's Chief of Police or Sheriff) or his designee;
- b) have all the powers of a regular law enforcement officer of the Requesting Agency as if the law enforcement officer or deputy were employed by such Requesting Agency;
- c) be required to respond to lawful orders given by the Requesting Agency's Chief Executive Officer (Port's Chief of Police or Sheriff) or his designee; and
- d) shall have those law enforcement powers provided to peace officers by state law.

6. Communication during Emergency Situation

Whenever possible, radio communications shall be established and maintained between the parties through appropriate means.

7. Payment for Services during Emergency Situation

The Requesting Agency shall pay the salary and provide such benefits it customarily provides to each law enforcement officer while under the command of the Requesting Agency. The Requesting Agency, in accordance with Chapter 791.011 of the Government Code and Chapter 362.003 of the Local Government Code will, upon receipt of an invoice, reimburse the Providing Agency tor payments made on behalf of each such officer within 30 days of the date of each request.

8. Payment from Current Revenue during Emergency Situation

The Requesting Agency will make all payments from current revenues available to the Requesting Agency.

9. Third Party Claims during Emergency Situation

The Requesting Agency is responsible for any civil liability that arises from the furnishing of services by the Providing Agency. But, nothing in this agreement shall be contrued to either add to or change the liability, limits and immunities for either party provided by the Chapter 101 of the Texas Tort Claims Act, Civil Practice Remedies Code or other law. Neither shall it be construed to give rise to liability or

responsibility for failure to respond to request for assistance. Nor is it intended to benefit any third party or parties and no third party shall have any right of action hereunder as a result of the parties entering into this Agreement.

10. Termination of Participation

A Participating Agency may terminate its participation in this Agreement by providing the other Participating Agency thirty (30) days prior written notice of its desire to terminate to the other agency at the address below at which time the Participating Agency will be relieved of future obligations or commitments made under this Agreement But, no terminating Participating Agency will be relieved of any obligation or responsibility incurred prior to the effective date of termination.

11. Venue

Venue for any suit regarding this Agreement is Galveston County, Texas.

12. Entire Agreement

This is the entire Agreement of the Participating Agencies. It may not be amended without the written consent of both Participating Agencies.

13. Approval of Head of Law Enforcement Agency

The Sheriff and the Port's Chief of Police, by executing this Agreement, agree to permit his law enforcement officers to perform law enforcement services on behalf of his political subdivision as is specified herein.

14. Replacement of Prior Mutual Aid Law Enforcement Agreements

This Agreement replaces any Mutual Aid Law Enforcement Agreements heretofore executed by the parties.

15. Compliance with Statutes

Nothing in this Agreement shall be construed to violate any term or provision of Texas Local Government Code Chapter 362 or Texas Government Code Chapter 791.

16. Effective Date

Notwithstanding the actual date of execution by each patty this Agreement shall take effect on _____ day of _____, 20___ and shall continue in force until the Participating Agencies have terminated their participation.

The Rest of This Page has Intentionally Been Left Blank.

Participating Agencies
County of Galveston
Maria III
Mark Henry Galveston County Judge
Date of Execution:
Attest:
Dwight D. Sullivan
County Clerk
H = 1 = 2 = +
Henry Trochesset
Galveston County Sheriff
Date of Execution: 7/2/2013

Board of Trustees of the Galveston Wharves

Port Director
Board of Trustees of the Galveston Wharves
Port of Galveston
Date of Execution:

Attest:

MICHAEL J. MIERZWA

Print Name

MICHAEL J. MIERZWA

Print Name

Tudy Spring

Figure

Print Name

Tudy Spring

Print Name

Chief of Police Port of Galveston

Date of Execution: $\frac{\partial L}{\partial x} / \frac{3}{3}$

AGENDA ITEM #25.c.

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by Immigration and Customs Enforcement (ICE) RAC Galveston Field Office with the County of Galveston, Texas and the Galveston County Sheriff's Office (NCIC CODE # TX 0840000) and for the purpose of the reimbursement of costs incurred by the Galveston County Sheriff's Office in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by all parties. It remains in force unless explicitly terminated, in writing, by any party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE RAC Galveston Field Office, with the participation of the Galveston County Sheriff's Office, and until terminated, in writing, by any party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

1 To the maximum extent possible, the Galveston County Sheriff's Office shall assign dedicated officers to any investigation or joint operation. Included as

part of this Agreement, the Galveston County Sheriff's Office shall provide the ICE RAC Galveston Field Office with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Galveston County Sheriff's Office may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE RAC Galveston Field Office, performed by its officer(s) assigned to this joint operation. In addition, the Galveston County Sheriff's Office may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE RAC Galveston Field Office.

Galveston County Sheriff's Office <u>may not</u> request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. Reimbursement payments will not be made by check. To receive reimbursement payments, the Galveston County Sheriff's Office must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center Attn: Forfeiture Fund 6026 LAKESIDE BLVD. INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Galveston County Sheriff's Office must submit to ICE RAC Galveston Field Office the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

- 4. The Galveston County Sheriff's Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
- 5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
- 6. The Galveston County Sheriff's Office will submit all requests for the reimbursement of joint operations' expenses to ICE RAC Galveston Field Office, at the following address: PO Box 839, Galveston, TX 77550 Attn: Resident Agent in Charge; phone number: 409-443-0102. Requests can also be hand delivered to the Resident Agent in Charge.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Galveston County Sheriff's Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE RAC Galveston Field Office and the County of Galveston, Texas and the Galveston County Sheriff's Office, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Immigration and Customs Enforcement Brian M. Moskowitz Special Agent in Charge DHS/ICE/HSI Houston, TX Date: 5/31/13 Galveston County: Mark A. Henry County Judge Attest:

Dwight Sullivan County Clerk

AGENDA ITEM #26.a.1.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



May 29, 2013

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for waiver/refund of penalty & interest Calumet Specialty Products Partners, L.P. % Jennifer Sadler 9700-0001-4590-000, 8700-0501-1080-000 0078-0016-0000-000, 0078-0010-0000-000 0078-0012-0000-000, 0078-0011-0000-000

Dear Judge Henry:

Ms. Sadler states they paid only half the amount due because a new employee did not understand the tax bill and did not get proper approval before issuing the checks.

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District.

There are no provisions in the Tax Code to address this issue.

Account No.	Year	Refund
8700-0501-1080-000	2012	\$ 28,677.30
9700-0001-4590-000	2012	9,322.46
0078-0012-0000-000	2012	130.62
0078-0011-0000-000	2012	152.64
0078-0016-0000-000	2012	97.56
0078-0010-0000-000	2012	14.52

Sincerely,

Cheryl E. Johnson



2780 Waterfront Pkwy, E. Dr. Suite 200 Indianapolis, IN 46214

Phone: 317-328-5660 Fax: 317-328-5668 Sales: 1-800-437-3188 www.calumetspecialty.com

February 12, 2013

Galveston County Tax Assessor Collector 722 Moody Galveston, TX 77550

To Whom it May Concern:

Calumet Specialty Products Partners paid the wrong amount due to a new employee that did not understand the invoice and did not get proper approval. The checks were cut for half the amount due instead of the full payment which is listed in the middle of the invoice. The tax department caught the mistake and immediately called your department, who instructed us to wait until the first payment was applied to our account before sending the rest.

Since Calumet Specialty has never been late on previous payments, we are asking for your help to waive the penalties charged to our account. The CAD#'s involved are as follows: R29340, P234072, R182534, R182529, R182599, R182530.

Please contact me at 317-328-5660 ext 283 if you have any questions or concerns.

Sincerely,

Jennifer Sadler

Sr. Tax Accountant

Calumet Specialty Products Partners, L.P.

RECTION 100

CCCCTIONS

ACCOUNT #: 970000014590000

CAD #: R293401

D06465000000211 -2

CALUMET SPECIALTY PRODUCT PARTNERS TAX DEPT 2780 WATERFRONT PKWY EAST DR STE 20 INDIANAPOLIS IN 46214 012 Consolidated Tax Statement

Property Location: 4401 PARK AVE 77539

Acreage .0000 Legal Description: IMPROVEMENTS

Appraised Land Value:

Improvements/Personal Property Value:

\$12,784,480

Total Market Value:

Homestead Cap Adjustment:

\$12,784,480

MTG/Agent:

Sales Tax Savings: Assessment Ratio:

100%

Entity	Market Value	- Exemptions	= Taxable Value + 100	x Tax Rate	= Total Taxes
GALVESTON CO	\$12,784,480	\$0	\$12,784,480	.59991500	\$76,696.01
ROAD & FLOOD	\$12,784,480	\$0	\$12,784,480	.00885500	
DICKINSON ISD	\$12,784,480	\$0	\$12,784,480	1.5400000	\$1,132.07
CITY DICKINSON	\$12,784,480	\$0	\$12,784,480	.40860000	\$196,880.99
MAINLAND COLL	\$12,784,480	\$0	\$12,784,480	.22597000	\$52,237.39
WCID NO. 1	\$12,784,480	\$0	\$12,784,480	.20697700	\$28,889.09
			374,701,100	.20097700	\$26,460.93

TOTAL 2012 TAXES (may include rendition penalty or reflect applied escrow payment if applicable):

\$382,296.48

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 (depending on the county where located).

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans – your deed of trust may not allow it

1. Payment in Full (by month) Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinguent	Total Due
If paid in October	\$382,296.48	\$.00	\$382,296.48	If paid in January	\$382,296.48	\$.00	\$382,296,48
If paid in November	\$382,296.48	\$.00		If paid in February	\$409,057.24	\$.00	\$409,057,24
If paid in December	\$382,296.48	\$.00	\$382,296.48	Delinquent taxes are	due for tax year	s: 0000 - 0000	3.07,007.24

2. Split Payment Plan with First Half Due by November 30, 2012 (except for Non-Split Entities)

Entity	Amount Due
GALVESTON CO	\$76,696.01
ROAD & FLOOD	\$1,132.07
MAINLAND COLL	\$28,889.09
WCID NO. 1	\$26,460.93

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments—without penalty and interest—if proper amounts are paid by deadlines.

Not all governments offer split/half pay and *full payment of their portion is required* by January 31, 2013. Those entities with required amounts due are shown below:

Non-Split/Half Pay Entity Due by January 31, 2013
DICKINSON ISD \$196,880.99

 191
 payment due by November 30, 2012:
 \$66,589,05

 2ND payment due by June 30, 2013:
 \$66,589.05

Total Due January 31, 2013:

Please mail postcard receipt

CITY DICKINSON

 Who Paid

A person who is disabled or over 65 years of age may be eligible to make four <u>equal</u> installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 (must qualify)

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013		May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Credit card checks not accepted! A $$25^{60}$ fee will be charged for all returned checks.$

ACCOUNT #: 9700-	0001-4590-000		
CAD #: R2934	01	A ch	inge of address or other information included on back of coupe
CALUMET SPECIALTY PRODUCT PARTNERS		half split payment by November 30, 2012	
TAX DEPT	TRODUCTPARTNERS	Paym	ent in full by January 31, 2013
2780 WATERFRONT I INDIANAPOLIS IN 4	KWY EAST DR STE 20	O65/	DP ¼ payment by January 31, 2013





Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Patricia Grady Legal Liaison

Roxann Lewis Executive Assistant

June 6, 2013

Jennifer Sadler 2780 Waterfront Pkwy. East Dr. Ste. 20 Indianapolis, IN. 46214

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on multiple accounts

Dear Ms. Sadler:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for July 9, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

weed lam

MH/dgm

AGENDA ITEM #26.a.2.



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



May 21, 2013

Mark Henry, Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for refund of penalty & interest 3510-0045-1001-002

Barroso, Anthony

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.01 (g) "... failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

The homeowner states he did not receive a tax statement for the 2012 tax year. The statement was sent to the mortgage company as requested for several years. It is our policy to forward the tax statements to the mortgage holder upon request and if the company no longer has interest in the property they have a responsibility to forward the statement to the homeowner of record.

This delinquency or omission was not caused by the tax office or any other government agency.

<u>Account</u> <u>Year Refund</u> 3510-0045-1001-002 2012 \$266.46

Sincerely,

Cheryl E. Johnson





To: GCTO

From: Anthony Barroso Acet: 3510-0045-1001-002

I paid my property taxes in full on 4/26 for the amount of \$2688.78

I would like to ask you if you could remove the penalties and interest.

I did not receive a tax bill. I had paid off my mortgage in Oct 2012. The tax bill was forwarded to the mortgage company and I did not receive any notification until early March. Then when my escrow check arrived from the Mortgage company it was only for \$380 so I was under the impression that the Tax bill had been paid. After a conversation with the mortgage company they said they under estimated the escrow for 2012 and that it had not been paid.

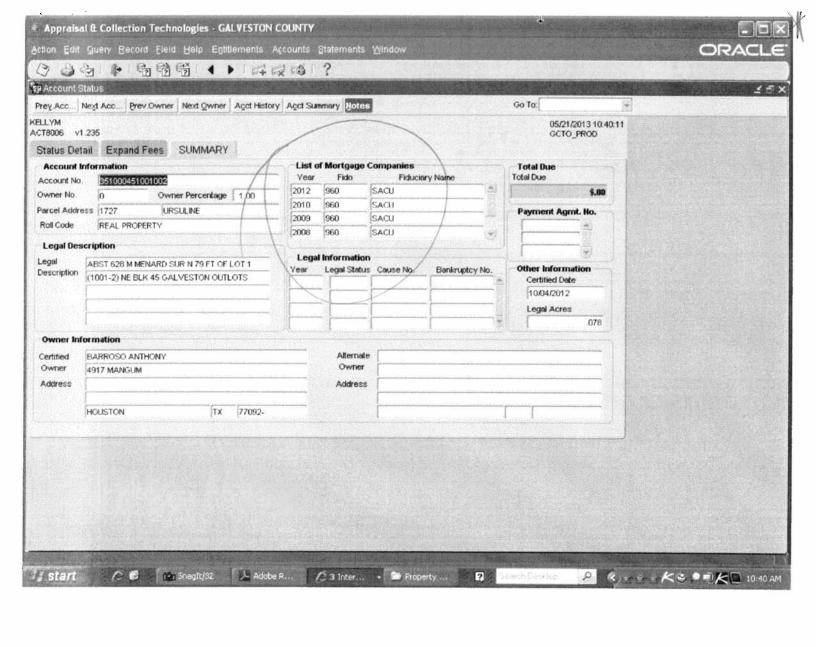
I then had quadruple bypass surgery on March 1st at UTMB and have been trying to recover and work to get the money together to pay the taxes.

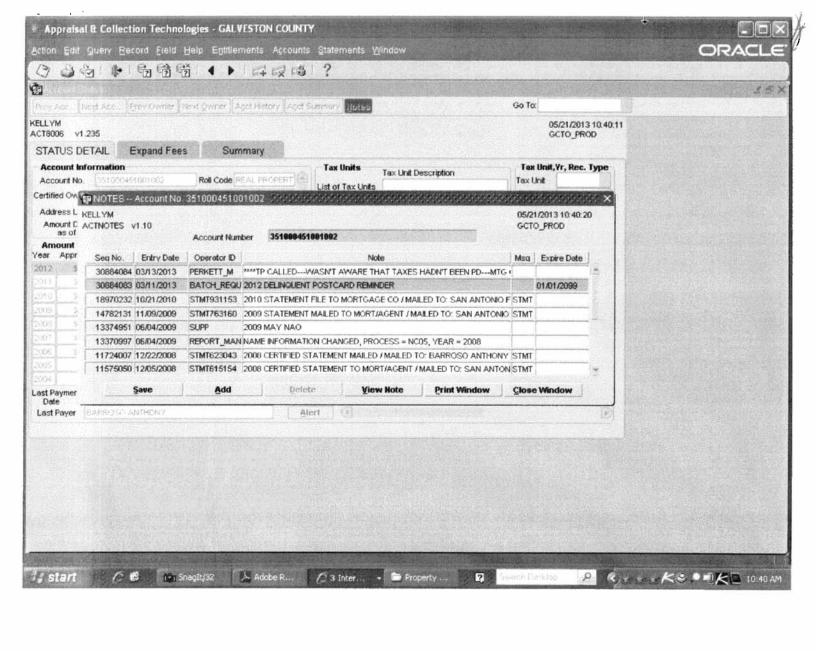
I would very much appreciate your consideration on giving me relief with the penalties and interest.

Thank you very much,

Anthony Barroso

MAY 0 6 2013







Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Patricia Grady Legal Liaison

Roxann Lewis Executive Assistant

June 6, 2013

Anthony Barroso 4917 Magnum Houston, Texas 77092

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on Account No. 3510-0045-1001-002

Dear Mr. Barroso:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for July 9, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

mul kum

MH/dgm

AGENDA ITEM #26.a.3.





Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



May 21, 2013

Mark Henry, Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for refund of penalty & interest 1095-0000-0248-034 Boyle, Leo & Doris

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.01 (g) "... failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

Mr. Boyle is requesting a refund of penalty and interest for tax year 2012. He states they recently moved and had a forward in place with the Post Office however he never received the 2012 bill. Our records show a state the statement was sent to the address listed on the account after the name change.

Account Year Refund 1095-0000-0248-034 2012 \$120.15

Sincerely,

Cheryl E. Johnson

Z. Johnson

7241 Avenue L ½
Santa Fe, Texas 77510
April 23, 2013



GALVESTON COUNTY JUDGE

The Honorable Mark Henry
Galveston County Judge
722 Moody, Suite 200
Galveston, Texas 77550

Dear Sir:

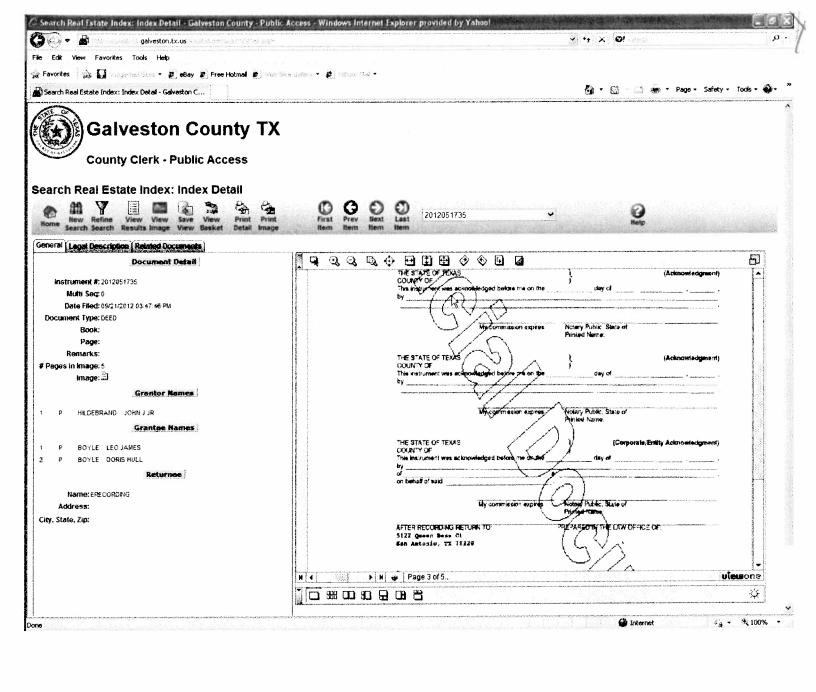
I received a notice of Appraised Value (dated April 5, 2013) on the home we purchased in September, 2012 at the above address. This brought to my attention that I did not receive the tax notice for the year 2012. I called the tax office in Galveston County on (April 12, 2012) and spoke to an informative man named Gorden. He told me that the tax notice was sent to our old address in San Antonio and was not forwarded to us at the above address even though I had put in a forwarding address with the post office. Therefore, I did not get the information.

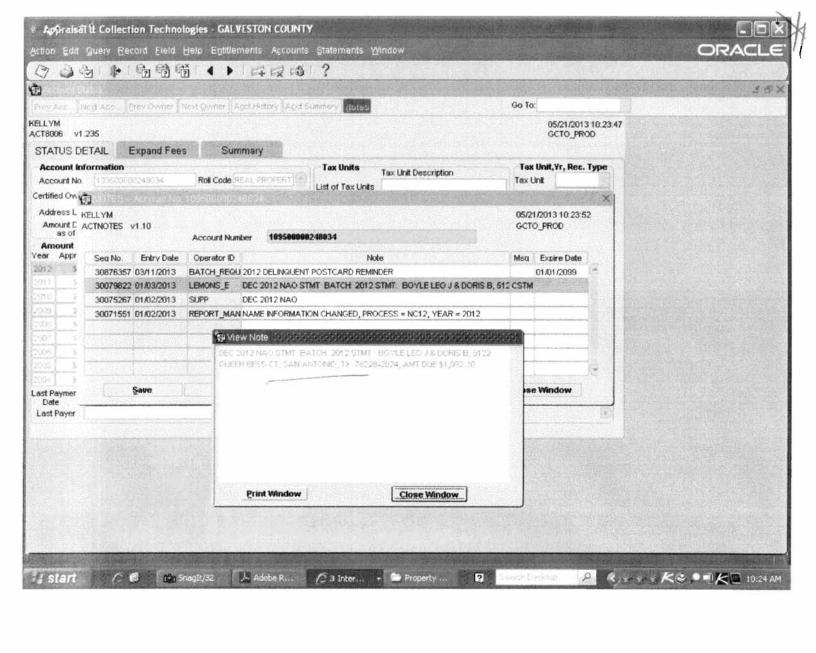
The Santa Fe School District's tax letter was forwarded to us from San Antonio in March, though it was late. I have paid it along with the late fee and interest. I am also paying the Galveston County tax with the late fee and interest. Nevertheless, I feel that the late fee and interest is unjust because of the circumstances involved in the recent purchase and the lack of communication in getting the tax bill. If you could, please consider this situation, and if possible, refund the penalty and interest on the above property.

Sincerely,

Leo Boyle & Doris Boyle

Phone: (210) 843-4236







Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Patricia Grady Legal Liaison

Roxann Lewis Executive Assistant

June 6, 2013

Leo & Doris Boyle 7241 Avenue L ½ Santa Fe, Texas 77510

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on Account No. 1095-0000-0248-034

Dear Mr. & Mrs. Boyle:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for July 9, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

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MH/dgm

AGENDA ITEM #26.a.4.





Assessor and Collector of Taxes Galveston County

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277 Cheryl.E.Johnson@co.galveston.tx.us



May 07, 2013

Mark Henry, Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for refund or waiver of penalty & interest 2949-0000-0019-000 Miles, Jack

Dear Judge Henry:

According to the Texas Property Tax Code Section 31.01 (g) "... failure to send or receive the tax bill required by this section does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax."

Mr. Miles states he has resided in Glendale, AZ for years but was annexed to Phoenix. He was unaware that their address had not been updated therefore he was not receiving his tax statements. The statements were sent to the address on record.

Account	Year	Refund
2949-0000-0019-000	2010	\$ 372.67
2949-0000-0019-000	2011	\$ 289.03
2949-0000-0019-000	2012	\$ 41.03

Sincerely,

Cheryl E. Johnson, RTA

X

To Judge Henry,

We have resided in Glendale AZ for years at 5112 W Trotter Trail. Phoenix annexed us and we were unaware that our address was not updated with the tax office. We have updated the tax office with our correct information. Our account was assessed late fees in the amount of \$710.96 for our lot at 2911 Buffalo Run, San Leon, In Deer Park subdivision. Please wave these late fees as we will get up to date on our account and will not be late again. Thank you.

Jack Miles 602-738-3044 DECEIVED

CALVESTON COMMON DGI

Account# 2949-0000-0019-000



(Toll Free) 877-766-2284 or 409-766-2481 ACÇOUNT #: 294900000019000 CAD #: R411527 T0188\0260-D06464800060172 MILES JACK 5112 W TROTTER TRAIL GLENDALE AZ 85310 Helabballadladlaalll

2012 Consolidated Tax Statement

Property Location: 2911 BUFFALO RUN 77539 Acreage .1970 Legal Description:

DEER PARK (2003) ABST 10, LOT 19, ACRES 0.197

Appraised Land Value: \$19,850 Improvements/Personal Property Value: Total Market Value: \$19,850 Homestead Cap Adjustment:

MTG/Agent: Sales Tax Savings:

Assessment Ratio: 100%

Entity	Market Value	- Exemptions =	Taxable Value + 100	x Tax Rate	= Total Taxes
GALVESTON CO	\$19,850	\$0	\$19.850	.59991500	\$119.08
ROAD & FLOOD	\$19,850	\$0	\$19.850	.00885500	
DICKINSON ISD	\$19,850	\$0	\$19,850		\$1.76
MAINLAND COLL	\$19,850	\$0	\$19,850	1.5400000	\$305.69
SAN LEON MUD	\$19,850	\$0	\$19,850	.22597000	\$44.86
			317,850	.45000000	\$89.33

			<u> </u>		
FOTAL 2012 TAXES (may include rendition pend	alty or reflect applie	d escrow navment if ar	mlicable).	\$560,72

CURRENT EXEMPTIONS:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 (depending on the county where located).

PAYMENT OPTIONS*

*Please contact your mortgage company before participating in split/half or quarterly payment plans—your deed of trust may not allow it

1. Payment in Full (by month) Due by January 31, 2013

Month	2012 Taxes	Delinquent	Total Due	Month	2012 Taxes	Delinguent	Total Due
If paid in October	\$560.72	\$1,723.42	\$2,284.14	If paid in January	\$560.72	\$1,764.12	\$2,324.84
If paid in November	\$560.72	\$1,736.99	\$2,297.71	If paid in February	\$599.97	\$1,777.71	\$2,377.68
If paid in December	\$560.72	\$1,750.57	\$2,311.29	Delinquent taxes are	due for tax year:	s: 2010 - 2011	

2. Split Payment Plan with First Half Due by November 30, 2012 (except for Non-Split Entities)

Entity	Amount Due	This pa
GALVESTON CO	\$119.08	in two
ROAD & FLOOD	\$1.76	proper
MAINLAND COLL	\$44.86	Not al
SAN LEON MUD	\$89.33	their po
		Non-S
		DICKINSON
191 payment due by November 30, 2012:	\$127.52	
2ND payment due by June 30, 2013:	\$127.51	Total D

ayment option allows 2012 taxes (shown at left) to be paid equal installments-without penalty and interest-if amounts are paid by deadlines.

ll governments offer split/half pay and full payment of ortion is required by January 31, 2013. Those entities with ed amounts due are shown below:

plit/Half Pay Entity Due by January 31, 2013 N ISD \$305.69 Total Due January 31, 2013:

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.

3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 (must qualify)

Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount	Payment Due Date	Amount
January 31, 2013		April 1, 2013	+	May 31, 2013		July 31, 2013	

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Credit card checks not accepted! A \$2500 fee will be charged for all returned check

, , , , , , , , , , , , , , , , , , ,
A change of address or other information included on back of coupon
First half split payment by November 30, 2012
Payment in full by January 31, 2013
O65/DP 1/4 payment by January 31, 2013
Please mail postcard receipt





2011 Consolidated Tax Statement

Property Location: 2911 BUFFALO RUN 77539 Acreage: .1970

Legal Description:

DEER PARK (2003) ABST 10, LOT 19, ACRES 0.197

ACCOUNT #: 294900000019000

CAD #: R411527

D059764082572 T256 N121

MILES JACK 5112 W TROTTER TRAIL GLENDALE AZ 85310

Haladshadhaa/Haaa/Ist

Appraised Land Value: \$19,850 Improvements/Personal Property Value: Total Market Value: \$19,850 Homestead Cap Adjustment:

MTG/Agent: Sales Tax Savings: Assessment Ratio: 100%

Entity	Market Value -	Exemptions =	Taxable Value + 100 x	Tay Data	Taket Trans
GALVESTON CO	\$19,850	\$0	\$19,850		Total Taxes
ROAD & FLOOD	\$19,850	\$0	\$19,850	.61294500	\$121.67
DICKINSON ISD	\$19,850	\$0	\$19.850	.00885500	\$1.76
MAINLAND COLL	\$19,850	\$0		1.5400000	\$305.69
SAN LEON MUD	\$19,850		\$19,850	.23202000	\$46.06
	312,630	\$0	\$19,850	.45000000	\$89.33
TOTAL GOLL TANDO					
TOTAL 2011 TAXES					

New Payment

Option Available! \$564.51

Current Exemptions According to Appraisal District:

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 (depending on the county where the property is located).

PROPERTY TAX PAYMENT OPTIONS*

PAYMENT IN FULL: Must be USPS postmarked by January 31, 2012, unless you qualify for a payment option below.

SPLIT PAYMENT: Allows current year taxes to be paid in 2 equal installments without penalty and interest if proper amounts are paid by deadlines. Most governments offer this payment option. Those not participating are shown below.

INSTALLMENT PAYMENTS FOR QUALIFIED OVER-65, DISABLED PERSON & PROPERTY OWNERS DAMAGED BY GOVERNOR DECLARED DISASTER (drought): A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homesteaded property (if you already qualify, amounts will be listed in the box below) and may also defer or delay payment. Owners of property damaged by the drought may also be eligible to make installment payments provided proper amounts are paid by due dates shown. Payment coupons for split payments and O65 and DP payment plans will be mailed by March 1, 2012.

*Please contact your mortgage company before participating in partial payment options!

Split Payment Option (1/2 b	Amount Due
GALVESTON CO	\$121.67
ROAD & FLOOD	\$1.76
MAINLAND COLL	\$46.06
SAN LEON MUD	\$89.33
	* * *
1 ST payment by 11/30/11 of:	\$129.41
2ND payment by 7/2/12 of:	\$129.41

Non-Split Pay Taxes Due	(by January 31, 2012)
DICKINSON ISD	\$305.69
Total Due January 31, 2012:	\$305.69

Payment Due Date	ment Option (1/4 by January 31, 2012) Amount Due
January 31, 2012	
April 2, 2012	
May 31, 2012	
July 31, 2012	

Month	2011 Taxes	Prior Year Taxes	Total
If paid in October	\$564.51	\$822.21	\$1,386.72
If paid in November	\$564.51	\$829.00	\$1,393.51
If paid in December	\$564.51	\$835.80	\$1,400,31
If paid in January	\$564.51	\$842.58	\$1,407.09
If paid in February	\$604.02	\$849.40	\$1,453.42 ax years:

Please send this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope. Correspondence, ownership or other changes should be mailed separately to: Property Tax Dept., 722 Moody, Galveston, TX 77550.

ACCOUNT #: 2949-0000-0019-000 CAD #: R411527	Credit card checks NOT accepted. A \$25 fee will be charged for all returned checks. Select a payment option below :
MILES JACK 5112 W TROTTER TRAIL GLENDALE AZ 85310	First half split payment by 11/30/11 O65/DP/Disaster ¼ payment by 1/31/12 Full payment by 1/31/12 Please mail postcard receipt

DER_R NOTES	/1.10	Account Num	nber 29490000019000		1/2013 11:38:0 O_PROD	7
Seq No.	Entry Date	Operator ID	Note	Msq	Expire Date	1
30686743	02/25/2013	KELLYM	DELQ STMT - SUMMARY: 5112 W TROTTER TRAIL, PHOENIX, AZ 85310	State Squares and	F. Santana and Control of the Contro	
30674125	02/25/2013		TAXPAYER CALLED, CLAIMS HE DIDN'T RECEIVE BILLS BECAUSE THEY \			•
0674124	02/22/2013		DELQ STMT - SUMMARY: 5112 W TROTTER TRAIL, GLENDALE, AZ 853		A CONTRACTOR CONTRACTO	
0303700	01/18/2013		DELQ STMT - SUMMARY: 5112 W TROTTER TRAIL, GLENDALE, AZ 853		*	
9153976	10/26/2012		2012 STATEMENT RETURNED - UNDELIVERABLE	-	01/01/2020	
7593861	06/15/2012	The same of the sa	DETUDNING COMMISSION	·····	01/01/2020	
5264659	11/09/2011	The state of the s	2011 STATEMENT RETURNED - UNDELIVERABLE	-	01/01/2020	
2188600	05/16/2011	TO THE PERSON NAMED IN COLUMN 2 IN COLUMN	MAY LETTER RETURNED - UNDELIVERABLE	PRODUCTION	01/01/2020	

RIDER_R CTNOTES V1.10					05/31/2013 11:38:03 OCTO_PROD				
		Account Num	ber	294900000019000					
Seq No.	Entry Date	Operator ID			Note		Msq	Expire Date	-
25264659	11/09/2011	BATCH_REQU	2011 S	TATEMENT RETUR	NED - UNDELIVERABL	E		01/01/2020	
22188600	05/16/2011				UNDELIVERABLE	a National and the second colored colored a colored colored colored colored a colored a colored colored colored		01/01/2020	14
21624109	05/05/2011		\$400 P. Company Company and add 2000	and the state of t	AILED / MAILED TO: N	/ILES JACK	STMT	***************************************	. .
18919396	11/08/2010				VED ** UNDELIVERABI			·	•
18919395	10/20/2010	Self-Real Street, Street, Self-Street, Self-	,		IGLE / MAILED TO: MIL		STMT	and the second s	•
14918610	11/09/2009	- Amazina	***	CONTROL DESCRIPTION OF THE PROPERTY OF THE PRO	TO OWNER / MAILED	Company (Astronomy Company Com	STMT		ندر
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	ave	Add		Delete	View Note	Print Window	1	: Window	**/



Mark Henry

County Judge County of Galveston

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Patricia Grady Legal Liaison

Roxann Lewis Executive Assistant

June 6, 2013

Jack Miles 5112 W Trotter Trail Glendale, AZ. 85083

Re:

Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges

on Account No. 2949-0000-0019-000

Dear Mr. Miles:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for July 9, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,

Mark Henry

Wary your

MH/dgm

AGENDA ITEM #26.a.5.



Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



July 3, 2013

Mark Henry, Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for refund of penalty & interest 7248-1001-0004-000 Abair, Jason

Dear Judge Henry:

Texas Property Tax Code Section 1.08, <u>Timeliness of Action by Mail</u>, states "when a property owner is required by this title to make a payment or to file or deliver a report, application, statement, or other documentation or paper before a specified date, his action is timely if:

- 1. It is sent by regular first-class mail, properly addressed with postage prepaid; and
- 2. It bears a post office cancellation mark of a date earlier than the specified date and within the specified period of the property owner furnishes satisfactory proof that it was deposited in the mail before the specified date and within the specified period."

This case was brought before commissioners this spring and pertains to online banking – an increasingly problematic situation in that some banks immediately process online transactions and others do not. An affidavit was created in which Mr. Abair attests and affirms that funds were timely withdrawn from his bank account and that it was his intention to remit payment by January 31st. The affidavit is included for your consideration.

I contacted the tax assessor collectors for Clear Creek ISD and Galveston County MUD #43 to determine why they accepted the payments as timely and was informed that they received funds on the same day as payment was executed (January 31st) likely because they too are Wells Fargo customers. Based on all information and discussions, it is my recommendation that the refund be approved and that the affidavit created for these situations be used and accepted by the commissioners in the future as proof of timely payment.

<u>Account Numbers</u> Year Refund 7248-1001-0004-000 2012 \$ 216.71

Sincerely,

Cheryl E. Johnson, RTA

Johnson, Cheryl E

From: Sent: Jason Abair [jasonabair@mac.com] Monday, April 08, 2013 10:26 AM

To:

Johnson, Cheryl E

Subject:

Re: Billpay

Attachments:

C_UsersjabausbDesktopGCTO_DISPUTE[2].pdf

Hi Cheryl:

This looks good, and I would be comfortable signing this. It also answers the applicable legal question under Texas law.

I must correct your statement that my "documents stated that the payment was sent/mailed after January 31." Please see the attached letter I sent to you on March 11, 2013. Exhibit B (page 7) shows that Wells Fargo sent the payment on January 31, and Exhibit E (page 15) is a separate confirmation from Wells Fargo that it had indeed sent the payment on January 31.

Again, I appreciate your attention to this, and I look forward to having it resolved.

Best regards, Jason Abair

On Apr 08, 2013, at 09:58 AM, "Johnson, Cheryl E" < Cheryl.E.Johnson@co.galveston.tx.us> wrote:

How is this? Did I take out too much? I fear that no one will be able to provide satisfactory proof because even your documents stated the payment was sent/mailed after January 31.

From: Jason Abair [mailto:jasonabair@mac.com]

Sent: Friday, April 05, 2013 4:29 PM

To: Johnson, Cheryl E

Cc: Crider, Rachael; Swift, Sheryl; Evans, Erma; Casalini, Lou Ann

Subject: Re: Billpay

Hi Cheryl:

I greatly appreciated your phone call, and I enjoyed our conversation. I reviewed the documents you sent to me.

The relevant question is whether the property tax payment was timely according to the Texas Property Tax Code. Section 1.08 of the Texas Property Tax Code sets forth a two-pronged test for determining whether a property tax payment made by US Mail was timely: "When a property owner is required by this title to make a payment ... by a specified due date, his action is timely if: (1) it is sent by regular first-class mail, properly addressed with postage prepaid; and (2) it bears a post office cancellation mark of a date earlier than or on the specified due date and within the specified period or the property owner furnishes satisfactory proof that it was deposited in the mail on or before the specified due date and within the specified period."

I have reviewed the draft affidavit, and unfortunately, the draft affidavit confuses Section 1.08 of the Texas Property Tax Code (the "timeliness test") for at least four reasons.

- The affidavit completely ignores the first prong of the timeliness test. The affidavit does not ask (i) if the payment was sent by first class mail, (ii) the address to which the payment was sent, and (iii) whether the payment was sent with the proper postage.
- 2. The affidavit arbitrarily limits the "satisfactory proof" a property owner may submit. Section 1.08(2) allows a property owner to "furnish[] satisfactory proof" that a payment was deposited in the mail on or before the tax due date. The affidavit improperly attempts to limit this proof to undefined "financial institution documentation," even though other documents and information might establish that the payment was timely sent.
- 3. The affidavit is focused on "authorization," which is irrelevant. A property tax owner might "authorize" his or her bank to make payment on January 31, but should an "authorized" tax payment be considered timely if the bank fails to send the payment? That would be an absurd and unfair reading of the Texas Property Tax Code, yet this affidavit seems to approve of such a result.
- 4. Most affected property tax owners will be unable to complete the affidavit honestly. The second prong of the timeliness test requires proof that the payment was deposited in the mail on or before the due date. Instead, the affidavit asks for the exact day, hour and minute that the property owner requested his or her bank to make a property tax payment. Almost all property owners will be unable to recall the day, hour and minute that they asked their banks to send an online bill payment, particularly months after the disputed payment occurred. The only relevant detail (and importantly, one that most property owners will be able to swear to under oath) is whether they asked their bank to send a payment on or before the due date.

I have attached an affidavit that properly addresses the timeliness test. Moreover, it is an affidavit that I would be quite comfortable signing myself. Although I have moved to Colorado, I would be pleased to participate in a phone call with the Galveston County Commissioners. Please let me know whether you have any questions, and again, thank you for the dialogue on this important issue. I hope that I receive a refund of the late fees that the Galveston County Tax Office improperly collected from me very soon.

Best regards,

On Apr 03, 2013, at 04:58 PM, "Johnson, Cheryl E" < Cheryl.E.Johnson@co.galveston.tx.us> wrote:

Good afternoon. It was a pleasure talking to you today and I am hoping we can work through this situation.

Attached is the affidavit that we were asked to prepare for the commissioners court. Please sign, have notarized and mail to: Ute Schaefer, GCTO, 722 Moody, Galveston, TX 77550. She will provide the original to me.

Also attached are the two lawsuits that I utilize too much probably to provide support for customer issues. In your situation, we are working with Texas Property Tax Code Sections 1.08 and (mostly) 31.06. We have been "trapped" by this Code reference to electronic funds transfer which these transactions are not which is why I believe we may also have some ability to convince the court that without other statute specific to online bill pay, it would have authority to adopt a local policy. We also believe that under the Local Government Code 132.002 that commissioners may have the authority to authorize me to accept the online bill pay as payment by electronic means with the provision that I utilize the payment authorization date as effective date of payment.

I look forward to working through this with you! I have included the tax professionals who have joined me in trying to figure this out! Feel comfortable including all of us on any responses.

Have a great evening!

Cheryl E. Johnson, RTA Galveston County Tax Assessor Collector 409-765-3277 (office) 409-392-5457 (mobile) STATE OF TEXAS

S

COUNTY OF GALVESTON

Š

AFFIDAVIT OF TIMELY PAYMENT OF PROPERTY TAXES MADE BY A FINANCIAL INSTITUTION

Before me, the undersigned authority	, this day personally appeared	JASON ABAIR	2_
who under oath, deposes and says:	, , , , , , , , , , , , , , , , , , ,	(Name of Affiant)	
On or before <u>JANJARY 20</u> , (Date of Authorization) send a payment in the amount o	1 authorized my fin f \$_3038,98 to	ancial institution to	
Tax Office (GCTO) for payment of	f property taxes for GCTO # R	431050	
Attached hereto is documentat	tion from my financial institu	(Account Number) Ition supporting my	
understanding, belief and intenti	on that said payment was mai	ed by USPS or other	
acceptable carrier, with proper JANUARY 31, 2013 (Date Mailed)	. 0	GCTO on or before	
I, $\frac{\text{JASON}}{\text{(Name of Affiant)}}$ the facts as related above and that the			
within my personal knowledge.		, , , , , , , , , , , , , , , , , , , ,	
Signature of Affiant	4/22/	Oate Signed	
EMMO 1497 CATA	igned and sworn before me, Public for the State ofColore 22 nd day ofApril	on this t	~
STATE OVELIC	Notary Signature	Emma R. LoScal Printed Name of Notary	lzo

Notary Signature

Notary Signature

Printed Name of Notary

DISCONTRICT Completion of this affidavit does not guarantee approval by Commissioners Court of a request for variety of penalty and interest.



Accounts Bill Pay Transfers. Brokerage **Account Services** Messages & Alerts

Products & Offers

Bill Pay Overview Payments Pavees eBills Reports Notices User Profile

Notice Detail

Help

Next Notice >

Date: 03/10/2013

Subject Bill Pay: Information About Your Inquiry (Case # 3273089)

March 10, 2013

Case ID:

3273089

Payee Name:

Galveston County Tax Office

Payment Amount:

\$3,038.98

Payment Reference No: 6B99L1FF Schedule Date:

January 31, 2013

Dear JASON ABAIR:

We have verified that your payment to Galveston County Tax Office for \$3,038.98 on January 31, 2013 was processed according to the instructions you provided us, and we determined there was no bank error.

As service to you, we will continue to work with you to resolve the issue you have reported as much as possible. We will keep you informed of our progress through notices like this in your secure online Bill Pay service.

If you have any questions, or need further information about your claim, please select "Contact Us" from the top of any Bill Pay screen to send us an email; or you may call one of our Bill Pay Specialists anytime at 1-800-956-4442. In addition, you are entitled to receive a copy of any document we relied upon during our investigation of this matter. Any documents you request will be sent by US mail to the address listed in your Bill Pay user profile. Please provide your Case ID # 3273089 when requesting information.

Sincerely.

Wells Fargo	
Bill Pay Research Team	
	Delete Notice

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JASON C. ABAIR, ESQ.

5958 SOUTH LAKEVIEW STREET • LITTLETON, COLORADO 80120 PHONE (832) 368-8487 • EMAIL: JASONABAIR@MAC.COM

March 11, 2013

Cheryl E. Johnson
Galveston County Tax Assessor Collector
Galveston County Tax Office
722 Moody Avenue
Galveston, TX 77550

Re:

Mistaken Late Fee for 2012 Property Taxes 2878 Romano Lane, League City (R431050)

Dear Ms. Johnson:

The Galveston County Tax Office ("GCTO") wrongly assessed and collected a late fee for my timely 2012 tax payment for the above-referenced property. Although I have already emailed you about this (and received no response), I hope that this letter clearly sets forth the GCTO's mistake and that the GCTO responds by issuing me a refund. The relevant facts are set forth below.

- 1. I received the GCTO's 2012 tax bill for the above-referenced property in the amount of \$3038.98. See Exhibit A.
- 2. I instructed my bank Wells Fargo to send the GCTO a check for \$3038.98 on January 31, 2013. Wells Fargo sent this check on January 31, 2013. See Exhibit B, page 1 ("Send On 01/31/2013").
- 3. As reflected by the GCTO's very own publications, an annual property tax payment sent on January 31 is considered timely. See Exhibit C. Accordingly, my 2012 tax payment was timely because Wells Fargo sent it on January 31, 2013.
- 4. I entered into a contract to sell the above-referenced property, with a closing date of March 1, 2013. During the title company's due diligence process, it discovered that the GCTO had mistakenly assessed a late fee of \$216.71 (the "mistaken late fee"). See Exhibit A.
- 5. I contacted several GCTO employees during the week of February 25, 2013 to have the mistaken late fee resolved before the closing on March 1, 2013. See Exhibit D.
- 6. I spoke with the GCTO's Ms. Rachel Crider on the phone on February 28, 2013, and I emailed her Exhibit B. See Exhibit D.
 - a. Ms. Crider ignored Exhibit B showing the timely payment, and instead relied

upon a confused and confusing theory to justify the GCTO's assessment of the mistaken late fee.

- b. In an amazing admission, Ms. Crider informed me that there are "many" similar cases involving the GCTO's assessment of late fees for other property tax payments sent by banks.
- c. I asked Ms. Crider for all of GCTO's internal policies relating to determination of whether a tax payment is timely. Ms. Crider informed me that these policies are "internal" and "not shared with the public."
- d. Ms. Crider also informed me that the GCTO was seeking "guidance" about its policies from the State of Texas.
- e. After my phone conversation with Ms. Crider, I provided Ms. Crider (and you) with a request under the Texas Public Information Act for all GCTO's policies about timely payment. See Exhibit D. I am waiting for the GCTO's response.
- 7. I was forced to pay the mistaken late fee on March 1, 2013 in order for the closing on the above-referenced property to occur.

If the GCTO requires any "guidance" about timely payments from banks, I refer you to my experience with the other tax assessing entities to which I paid taxes in 2012. On January 31, 2013, Wells Fargo also sent payments on my behalf to Galveston County MUD #43 and the Clear Creek Independent School District. Unlike the GCTO, both of these taxing entities accepted Wells Fargo's payment as timely and assessed no late fees. See Exhibit B, pages 2-3.

To resolve any lingering doubt about whether Wells Fargo sent my 2012 tax payment to GCTO on January 31, 2013, I recently contacted Wells Fargo for additional information. As Wells Fargo's Bill Pay Research Team clearly explained: "We have verified that your payment to Galveston County Tax Office for \$3,038.98 on January 31, 2013 was processed according to the instructions you provided us, and we determined there was no bank error." See Exhibit E.

I am left with no conclusion other than the GCTO desires to reject competent evidence of timely payment (i.e., Exhibit B and Exhibit E) so it can improperly extract additional revenue from "many" (according to Ms. Crider) property owners in Galveston County who have timely paid their property taxes.

If the GCTO promptly refunds the mistaken late fee I paid, I will withdraw my request under the Texas Public Information Act. I look forward to your prompt response.

AV.

Jason C. Abair, Esq.

AGENDA ITEM #26.b.1.



Assessor and Collector of Taxes Galveston County

Galveston County Courthouse 722 Moody Avenue, Galveston, Texas 77550 Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277 Cheryl.E.Johnson@co.galveston.tx.us



June 14, 2013

Mark Henry Galveston County Judge 722 Moody Street Galveston, Texas 77550

RE: Request for Refund of Penalty & Interest Due to Clerical Error

Account: 3505-0350-0000-000

Four N Group, Inc.

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below.

The homeowner is requesting a refund for the penalty and interest for year 2011. Our research indicates the Galveston Central Appraisal District change of ownership was not made timely.

Account Number	Year	Waiver / Refund
3505-0350-0000-000	2011	\$2,772.29

Sincerely,

Cheryl E. Johnson, RTA

Four N Group, Inc. P. O. Box 157 Galveston, TX 77553 2011 M

April 29, 2013

Cheryl E. Johnson, RTA Tax Assessor-Collector 722 Moody Galveston, TX 77550

To Whom It May Concern:

This is a formal appeal to have the Penalty and Interest associated with tax year 2011in the amount of \$2772.29 for the following property:

706 51st Street, Galveston, TX 77551 Account No: 3505-0350-0000-000

Appr No: R102867

We had not received notice from the tax office as of March 2012. I reviewed CAD and the property owner had not been changed from the previous owners, Archdiocese of Galveston-Houston, to the new owners, Four N Group Inc. This transaction occurred March 2011. We did not get a tax letter for 2011 until the latter part of 2012, approximately September 2012.

We are asking for the penalty and interest for the tax year 2011 associated with the above mentioned address be refunded due to the timing of the notification, after penalties and interest has already occurred.

If you need further information please contact me at (409) 457-3152.

Sincerely,

RECEIVED

MAY 0 6 2013

Meghann Nash

President, Four N Group, Inc.

COLLECTIONS





Assessor and Collector of Taxes Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



June 20, 2013

Mark Henry, Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Clerical Error Waiver

Tax Account: 2818-0009-0004-000

Stout, Nancy R, Estate

Dear Judge Henry:

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below.

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property. The nature of this circumstance is GCAD improperly divided the tax bill into six separate bills for six heirs for the tax year 2012.

<u>Account Number</u> <u>Year</u> <u>Waiver</u> 2818-0009-0004-000 2012 \$ 721.63

Sincerely,

Cheryl E. Johnson

*

March 5, 2013

Galveston County Tax Assessor Collector 722 Moody Galveston, TX 77553

Clear Creek ISD Tax Office P. O. Box 650395 Dallas, TX 75265-0395

Galveston MUD#2

Re: 5907 Wildfire, League City, TX

2818 0009 0004 000, 001, 002, 003, 004, 005

Dear Sir or Madam,

I am requesting that the penalties on this account be waived. Let me explain. My name is Sylvia Husing. I was appointed Administrator for the Estate of Nancy R. Stout, my Mother. Her house at 5907 Wildfire, League City is still in her name. The estate is responsible for the taxes.

When the Probate Attorney filed a certified copy of the order from the Heir ship proceeding on March 12, 2012, the Galveston Central Appraisal District improperly divided the tax bill into six separate bills for the six heirs. I spoke with David Arnold at the Appraisal District about this and he indicated it was a clerical error and he will be completing a supplement tax statement. He is happy to accept phones calls about this and can be reached at 409 935 1980, Ext. 6.

In November I phoned each taxing agency to ask the total amount owing on this property. I paid those amounts in November. I was unaware that the parcel number I gave showed only the 1/6 interest. Each of the other five separate bills was not paid by Jan. 31, 2013 because I was unaware of their existence.

I spoke with the Probate Attorney, Michael Hughes. He confirmed that the taxes are due by the estate, not the individual heirs since the property is still in the estate.

Therefore I am asking to pay the full amount of taxes due on the property and to have any penalties waived due to the clerical error made by the Central Appraisal District.

I appreciate your consideration in this matter.

Sincerely

Sylvia Husing

Administrator, Estate of Nancy R. Stout

sylviahusing@comcast.net 415 771 1986 760213 9752 PAYMENT PROOF MAINTAINED IN GOTO FILES. Coji

Check 1018 # 721.63 15 a Hacked Die 2012 buse amount

